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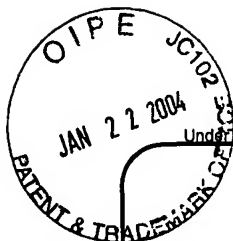
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<b>TRANSMITTAL FORM</b> (to be used for all correspondence after initial filing)	Application Number	10/620,967	
	Filing Date	July 14, 2003	
	First Named Inventor	Shetley	
	Art Unit		
	Examiner Name		
Total Number of Pages in This Submission	1	Attorney Docket Number	2552.005

ENCLOSURES (Check all that apply)		
<input type="checkbox"/> Fee Transmittal Form	<input type="checkbox"/> Drawing(s)	<input type="checkbox"/> After Allowance Communication to a Technology Center (TC)
<input checked="" type="checkbox"/> Fee Attached	<input type="checkbox"/> Licensing-related Papers	<input type="checkbox"/> Appeal Communication to Board of Appeals and Interferences
<input type="checkbox"/> Amendment/Reply	<input checked="" type="checkbox"/> Petition	<input type="checkbox"/> Appeal Communication to TC (Appeal Notice, Brief, Reply Brief)
<input type="checkbox"/> After Final	<input type="checkbox"/> Petition to Convert to a Provisional Application	<input type="checkbox"/> Proprietary Information
<input type="checkbox"/> Affidavits/declaration(s)	<input type="checkbox"/> Power of Attorney, Revocation	<input type="checkbox"/> Status Letter
<input type="checkbox"/> Extension of Time Request	<input type="checkbox"/> Change of Correspondence Address	<input type="checkbox"/> Other Enclosure(s) (please identify below):
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<input type="checkbox"/> Information Disclosure Statement	<input type="checkbox"/> Request for Refund	
<input type="checkbox"/> Certified Copy of Priority Document(s)	<input type="checkbox"/> CD, Number of CD(s) _____	
<input type="checkbox"/> Response to Missing Parts/Incomplete Application	Remarks	
<input type="checkbox"/> Response to Missing Parts under 37 CFR 1.52 or 1.53		

SIGNATURE OF APPLICANT, ATTORNEY, OR AGENT	
Firm or Individual	
Signature	
Date	

CERTIFICATE OF TRANSMISSION/MAILING			
I hereby certify that this correspondence is being facsimile transmitted to the USPTO or deposited with the United States Postal Service with sufficient postage as first class mail in an envelope addressed to: Commissioner for Patents, Washington, DC 20231, on this date: <u>1/22/04</u>			
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Signature		Date	

This collection of information is required by 37 CFR 1.5. The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.14. This collection is estimated to take 12 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, Washington, DC 20231. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, Washington, DC 20231.

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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

APPLICATION NO: 10/620,967

FILING DATE: 7/14/03

INVENTOR: Michael Cobb Shetley

**ON PETITION**

TITLE: Multi Phase Fuel System

EMERGENCY PETITION UNDER 37 CFR 1.182 PURSUANT TO 37 CFR 3.73

Emission Controls Corp. "ECC" hereby petitions the Commissioner to establish the rights of ECC as owner and assignee of the above captioned patent application. Michael Cobb Shetley ("Shetley"), the named inventor of the patent application, effectively tricked ECC into compensating him for his time to develop the device claimed in the application, instructing ECC's attorneys to prepare the patent application and advance the filing fee and now Shetley refuses to assign the application to ECC. It is believed this petition is an emergency in view of the damage that is occurring with the inventor claiming that the technology he was hired to develop now belongs to him.

In support of this petition, it is submitted that: (1) Shetley is contractually obligated to assign the application; (2) Shetley was fully compensated for the development of the product claimed by the instant patent application; (3) that Shetley represented to ECC that he would sign the assignment document; (4) that ECC paid for the attorneys for preparation of the patent application and paid the

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Petition for Ownership  
U.S. Serial No. 10/620,967  
Multi-Phase Fuel System

government filing fee; (5) that Shetley has no intention of assigning the application; (6) that unless the requested assignment is granted, ECC shall be irreparably harmed; (7) that further reliance on statements made by Shetley is not possible in view of Shetley pleading guilty to a Felony last week in the case of USA v. SHETLEY, for Filing False Statements Under The Clean Air Act. (See Declaration of Robert M. Koeller -Attachment "K").

**(1) Shetley is contractually obligated to make the assignment.** Shetley signed a Consulting and Development Agreement (Attachment "A") on April 9, 2002. Paragraph 4.2 states:

"It is hereby agreed that all development(s), hardware, software and inventions arising out of work performed under this Agreement by Consultant are and shall be the sole property of the Company. All patents(s), copyright(s), and other property rights in and to such development(s), hardware, software, and inventions are and shall be assigned in their entirety to the Company and documents relating to and Consultant shall sign acknowledging such rights upon request. All actions reasonably necessary for the Company to perfect and protect its rights in the development(s), hardware, software, and inventions shall be performed as requested by the Company."

The consultancy of the Agreement was directed to products entitled Natural Resources Fuel Reformer and Hydrogen Power on Demand System. However, once consultancy for these items commenced other inventions were contemplated. These inventions are also covered by the "inventions arising out of work performed under this Agreement" (paragraph 4.2 supra) clause. Shetley worked on these inventions in the offices of ECC, while receiving full compensation pursuant to the Agreement, and during the time period provided for in the Agreement, for the benefit of ECC. The Agreement continued through June 30, 2003 at which point Shetley and ECC agreed to continue the Agreement on a month to month basis through October 10, 2003.



Product development was completed on or about June 2003 (during the period of the original Agreement) and a patent application was filed July 14, 2003, during which time Shetley continued to accept compensation in accordance with the Agreement. Shetley further signed a Purchase Agreement (Attachment "B") wherein Shetley agreed to develop and convey to ECC technology relating to automobile fuel systems entitled H2 PODS. Paragraph 5.4 of the Purchase Agreement states:

"Any improvement related to the invention are hereby included within the scope of this Purchase Agreement."

Shetley's acceptance of compensation pursuant to the Consulting and Development Agreement was with full knowledge that ECC was paying for development work for multi-phase fuel system for use with vehicles. The refusal to assign inventions developed in this area violates the Agreements but must be rectified in the Patent Office as a patent application on the technology is pending. While a request for suspension of the application would otherwise suffice, the continued and quick prosecution of the applications is necessary for the existence of ECC which has expended considerable funds in the development, testing and marketing of the technology, and for the protection of public shareholders who would be harmed should a delay in the prosecution of the application occur.

**(2) Shetley was fully compensated for the development of the product claimed by the instant patent application.** Pursuant to the Consulting and Development Agreement, Shetley was paid \$2000/week from June 1, 2002 to October 10, 2003. A photocopy of the check stubs and accounting ledger for these payments are attached (Attachment "C").

Pursuant to the Consulting Agreement, ECC paid over \$90,000 for expenses relating to development of the technology. A copy of the ECC accounting ledger and check stubs are attached as attachment "H".

Pursuant to the Purchase Agreement, Shetley was paid 600,000 shares of stock in ECC, which shares now total 9,6000,000 with splits. A copy of the ECC stock ledger is attached as Attachment "D".

Also, pursuant to the Purchase Agreement, Shetley was paid \$16,000/month between November 2002 through September 2003. A copy of the canceled checks are attached as Attachment "E".

Shetley was also compensated for unrelated items, namely a license for a Fuel Management System, which is based on a patent filed long before any relationship with ECC occurred evidencing ECC's acknowledgment of technology outside the field of the relationship. Under this license agreement, ECC made payments to Shetley totaling \$200,000. A copy of the license is attached at Attachment "F".

**(3) Shetley represented to ECC that he would sign the assignment document.** On numerous occasions Shetley discussed the lack of assignment with Syd Cooke and informed Syd Cooke that he would stop by the offices of McHale & Slavin, ("the patent attorneys"), and sign the document. (See affidavit of Syd Cooke - Attachment "G") Syd Cooke informed its patent attorneys to have the assignment ready for signature that Shetley agreed to stop at their office to sign the assignment document. The attorneys readied the assignment for signature. Shetley also contacted

one of the prosecuting attorneys, Keith Campbell, and informed Mr. Campbell that he would stop at the office for the signing of the document.

**(4) ECC paid for the attorneys for preparation of the patent application and paid the government filing fee.** Shetley led ECC to believe that the patent application was the property of ECC and instructed ECC to compensate the patent attorneys for preparation of the application (see Attachment “I”) and payment of the government filing fee. (See Attachment “J”).

**(5) Shetley has no intention of assigning the application.** Shetley has contacted Janet Vernell in an attempt to sell the rights to the patent application. (See Syd Cooke Affidavit - Attachment “G”) Upon belief, Shetley provided Syd Cooke false information regarding his intention to assign the application to provide him time to try and sell the patent rights.

**(6) ECC shall be irreparably harmed if no assignment is granted.** ECC has represented to its shareholders that in return for hiring of Shetley, ECC will have a proprietary technology that will recoup the shareholders investment and hopes of a bountiful future. The loss of the patent rights will result in irreparable losses that could not be compensated by monetary damages. The technology in which ECC has invested is disclosed in a patent application at issue and has been presented to the public at large thereby eliminating the possibility of a new patent application.

**(7) Shetley plead guilty to a Felony.** Shetley plead guilty to a felony in December 2003

before Judge Polster in the U.S. Court of Appeals, Sixth Circuit, Case No. 03-CR-105-ALL for making false statements under the clean air act. In view of Shetley's pleading and his current attempts to sell the technology to others, further attempts to obtain Shetley's signature, even if he were to continue to state he would sign, are not believable.

For these reasons, it is essential that the property rights of ECC be immediately recognized before the Patent Office, as any acts made by Shetley while claiming ownership of the Multi-Phase Fuel System, Serial Number 10/620,967 could irreparably and immediate harm to the worth of the technology. Any attempted prosecution of the patent application by Shetley could further cause irreparable and immediate harm to ECC who has made representations to the public regarding the technology that they paid to have developed, especially should Shetley sell the patent application to another party. The \$130 petition fee is attached. Should the Commissioner have any question regarding this matter it is requested that the undersigned is called directly to expedite a response.

Respectfully submitted

A handwritten signature in black ink, appearing to read "Syd Cooke", written in a cursive style.

Syd Cooke, President

Emission Control Systems  
3150 SW 42<sup>nd</sup> Street  
Palm City, FL 33490  
Tel 772 - 221-2532  
Fax 772 - 221-2533

# CONSULTING AND DEVELOPMENT AGREEMENT

THIS AGREEMENT is made as of the 9<sup>th</sup> day of April, 2002.

## BETWEEN:

**Emission Controls Corp**, a Delaware corporation, 9042 Shearwater Road, Blaine, Washington 98230 (hereinafter called "ECC" or the "Company")

## AND

Michael C. Shetley of Route 6, Box 845, Okeechobee, Florida, 34974 (hereinafter called the "Consultant")

**WHEREAS** the Consultant is in the business of providing product consulting services and product development and is desirous of providing those consulting and development services to ECC under the following terms and conditions;

**AND WHEREAS** ECC is desirous of retaining the Consultant to perform consulting services and product development under the following terms and conditions;

**NOW, THEREFORE**, for the mutual promises contained herein and for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto do agree to the following covenants, terms and conditions:

### 1. Consultancy

- 1.1 The products of this Agreement are the **Natural Resources Fuel Reformer (NRFR)** and the **Hydrogen Power on Demand System (H2PODS)** herein referred to as the "Products".
- 1.2 The Consultant shall advise ECC and develop the Products for commercial use.

### 2. Fees

- 2.1 ECC agrees to provide the Consultant for his services herein the following:
  - a. A cash payment of Two Thousand US (\$2,000) dollars per week for 12 months to paid on the first day of each month commencing June 1, 2002.

### 3. Expenses

- 3.1 ECC further agrees to pay all pre-approved out-of-pocket expenses incurred by the Consultant during the term and tenure of this Agreement including, without limitation:

- a. All air travel;
- b. Lodging and food while traveling;
- c. Business related expenses.

#### **4. Confidential Information**

- 4.1 The Consultant agrees that any and all information provided by the Company concerning the Products, any information about the Products, or any part thereof, is proprietary to the Company and is Confidential Information, and as such total and absolute secrecy must be maintained.
- 4.2 It is hereby agreed that all development(s), hardware, software and inventions arising out of work performed under this Agreement by Consultant are and shall be the sole property of the Company. All patent(s), copyrights(s), and other property rights in and to such development(s), hardware, software, and inventions are and shall be assigned in their entirety to the Company and documents relating to and Consultant shall sign acknowledging such rights upon request. All actions reasonably necessary for the Company to perfect and protect its rights in the development(s), hardware, software, and inventions shall be performed as requested by the Company.
- 4.3 The Consultant will not, directly or indirectly, disclose or use, at any time, either during or subsequent to this agreement, any secret or any Confidential Information, knowledge or data of the Products. The term "**Confidential Information**" includes, but is not limited to information emanating from ECC, its associates, affiliates, agents, suppliers or customers or conceived or developed by the Consultant concerning research, development, patent, copyright, industrial property rights, marketing plans and strategies, profits, costs, pricing and sourcing, systems and procedures. The Consultant agrees not to use any of the foregoing Confidential Information except for the furtherance of the Consultant's obligations under this agreement.

#### **5. Term of Contract**

- 5.1 This Agreement expires as of June 30, 2003.

#### **6. Termination of Contract**

- 6.1 Notwithstanding paragraph 5 either party hereto may terminate this Agreement with sixty (60) days written notice to the other party.
- 6.2 Within the first sixty (60) days, ECC may terminate this Agreement because of non-performance of services by Consultant.
- 6.3 On termination of this Agreement, the Consultant shall transfer and deliver to ECC all documents, notebooks, charts, files, computers, diskettes and records containing

or referring to Confidential Information, including copies, summaries, notes and test data, in the Consultant's possession or control.

## **7. Amendment of Contract**

- 7.1 This Agreement may not be modified, amended, changed, rescinded or canceled without the written consent of the Board of Directors of ECC except as provided herein.

## **8. Severability of Terms**

- 8.1 If any portion of this Agreement is invalid, ruled illegal by any court of competent jurisdiction, or unenforceable under present or future laws effective during the term hereof, then the remainder of this Agreement shall not be affected thereby. In lieu of each provision which is invalid, illegal, or unenforceable, there shall be added as part of this Agreement a provision that shall be as similar in terms of such invalid, illegal or unenforceable provision as may be possible so as to make it valid, legal and enforceable.

## **9. Law and Jurisdiction**

- 9.1 This Agreement shall be governed by the laws of the State of Delaware, USA.

## **10. Notice**

- 10.1 Any notice to be given hereunder shall be in writing and shall be delivered personally to the Signatories of this agreement or shall be sent to the intended recipient at its address set forth above by receipted delivery or by prepaid registered mail.

## **11. Benefit**

- 11.1 This Agreement shall be binding upon and endure to the benefit of the parties hereto and their respective successors and assigns; provided however that neither party hereto shall have the right to assign or transfer its rights hereunder without the prior written consent of the other.

## **12. Miscellaneous**

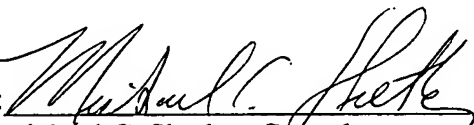
- 12.1 The Consultant is NOT an employee of ECC for the purposes of the Income Tax Act of the United States or Canada and is an independent contractor.
- 12.2 This Agreement may be signed in whole or in part, each part representing the whole.
- 12.3 Facsimile signatures are considered valid and lawful for the execution of this

Agreement and are binding upon the parties hereto.

**IN WITNESS WHEREOF** the parties hereto have executed this Consulting and Development Agreement on the date first above appearing, which Agreement is deemed acknowledged and accepted by the signatories below, in Blaine, Washington.

**Emission Controls Corp**

By:   
Syd Cooke, President

By:   
Michael C. Shetley, Consultant



## PURCHASE AGREEMENT

**AGREEMENT MADE** this **9** day of April, 2002 between **MICHAEL C. SHETLEY**, an individual, with his principal place of business at Route 6, Box 845, Okeechobee, Florida 34974, herein referred to as "**Seller**", and **EMISSION CONTROLS CORP**, a corporation organized under the laws of the State of Delaware, having its principal place of business at 9042 Shearwater Road, Blaine, Washington 9230-5705, herein referred to as "**Buyer**."

### RECITALS

- A. Seller is the owner of the entire right, title and interest in that certain technology entitled **Hydrogen (H<sub>2</sub>) Power on Demand System (H2PODS)**. The invention is described generally as a fuel system that extracts hydrogen from water on demand for combustion in an internal combustion engine.
- B. Buyer desires to purchase the H2PODS invention from Seller and to use, manufacture, sell and otherwise practice the invention.

IN CONSIDERATION of the covenants and obligations hereinafter set forth, the parties agree as follows:

### SECTION ONE: DEFINITIONS

In the interpretation of this Agreement, the following definitions shall apply:

- 1.1 "Technology" means the specific invention cited in the above recitals and as to which Seller has the right at any time to sell said technology, together with all its improvements.
- 1.2 "Invention" means that apparatus described in above Section 1.1.
- 1.3 "Product" means that apparatus described in above Section 1.1.
- 1.4 "Term of Agreement" means the protected period of the technology.
- 1.5 "Apparatus" means the invention described in above Section 1.1.
- 1.6 "Units" means each manufactured apparatus described in above Section 1.1.
- 1.7 "Device" means the manufactured apparatus described in above Section 1.1.

### SECTION TWO: GRANT OF SALE

- 2.1 Seller hereby agrees to sell to Buyer all rights, including intellectual property rights, all title and interest in the H2PODS.
- 2.2 Seller assures Buyer that Seller has no patent rights relevant to, or similar to, the H2PODS, and that the sale hereof divests Seller of all rights, title and interest thereto.

### SECTION THREE: COMPENSATION

As consideration for the purchase under this Agreement Buyer shall purchase the H2PODS under the following terms and conditions:

3.1 Buyer shall pay to Seller **Six Hundred Thousand (600,000) shares** of Emission Controls Corp stock at a price of **Nine Dollars (\$9.00)** per share within forty-five (45) days of execution of this Agreement. Said purchase price shall be paid in the following manner:

*Handwritten:*  
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- a. **One Hundred Thousand (100,000) shares** within fifteen (15) days after execution of this Agreement; and
- b. **Five Hundred Thousand (500,000) shares** within forty-five (45) days after execution of this Agreement.

*Handwritten:*  
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- 3.2 Buyer shall pay to Seller a Royalty of **Three Percent (3%)** of gross sales of each manufactured apparatus shipped to purchasers.
- 3.3 Buyer shall pay to Seller a **Three Percent (3%)** markup over cost of manufacturing on all replacement parts manufactured for Buyer by Seller.
- 3.4 Royalties will be paid to Seller for a minimum of eighteen (18) years after execution of this Agreement, or through any period whereby the invention may be protected by a Letters of Patent, or any extension thereof, whichever may be the longer period in time.
- 3.5 Payment of Royalties shall be to Michael C. Shetley, as inventor, or order, at his address given in Section 12.6.
- 3.6 Buyer will pay the first Royalty payment within sixty (60) days after the first shipment of manufactured product. Thereafter, Royalties will be paid quarterly during the first month following the end of each quarter.
- 3.7 ECC will provide Seller operating capital for Seller's own purposes in the amount of Sixteen Thousand (\$16,000) dollars a month commencing November 1, 2002 and continuing until April 15, 2003 when the ECC stock can be registered as free trading stock. At said date, Seller will return to Buyer a number of shares which would equate to the operating capital provided and valued at the market value of the stock at that date.

#### SECTION FOUR: USE OF INVENTION

- 4.1 Buyer has the right to license the use, manufacture, practice or sale of the invention to others.
- 4.2 Licenses will be in writing and on such terms and conditions as Buyer in Buyer's sole discretion may determine. However, each such license must include that language so as to protect elements of the Agreement and must include the provision to allow Seller access so to inspect books of account of any Licensee with specificity to production and to apparatus identification.
- 4.3 Buyer will insure that all units manufactured, whether by Buyer or by a Licensee, will be stamped or marked with an identifying mark or with a patent number.
- 4.4 Production of the apparatus by a Licensee will be numbered in reporting as Buyer's own production, regardless of the Buyer's relationship with any Licensee.

#### SECTION FIVE: COOPERATION

- 5.1 Seller shall provide to Buyer all information, documentation, test results of every kind, data, revenue projections, inventory, work in progress and other material in possession of Seller concerning the subject matter of the technology which may assist Buyer in manufacture or marketing the product, and Seller will assist Buyer in the technical and commercial development of the technology as is within the scope and capability of the Seller.
- 5.2 Seller will provide to Buyer the assignment of a) current contracts with any individual or entity presently utilizing the product, whether under test mode or revenue providing mode,

b) revenues that may be derived therefrom, c) tentative executed contracts not yet under consummation, d) revenues that may derive therefrom, and e) provision of pertinent contact information relative to any individual or entity with whom ongoing communications or negotiations are in progress.

- 5.3 Seller will provide a working prototype of the H2PODS upon payment as cited in Paragraph 3.1a of this Agreement.
- 5.4 Any improvements related to the invention are hereby included within the scope of this Purchase Agreement.
- 5.5 Seller (Inventor) will apply for a Patent Application for the H2PODS, which patent therefor will be assigned to the Buyer. Said application is to be made at the Buyer's discretion. Buyer will pay for said application and will choose the time and country(s) in which to apply.

#### SECTION SIX: REPORTING AND INSPECTION

- 6.1 Buyer shall submit to Seller detailed reports to include the number of units manufactured, the number of units shipped to any assembler, installer, distributor, vendee or end user of every nature; the invoiced shipping price of each shipment; and the name and address to whom shipped or released for payment. Said report shall be prepared to include each six-month (6) period subsequent to the date of execution of this Agreement.
- 6.2 Buyer shall cause its books of account to be available for inspection by Seller, or any representative of Seller, during normal business hours of each when reasonable written notice is given. Such inspection shall be limited to transactions pertaining to the technology, including patent identification, if any, of each manufactured unit.

#### SECTION SEVEN: INFRINGEMENT

- 7.1 Buyer shall promptly cause applications to be made to, and diligently prosecuted before, the relevant governmental authorities for any authorizations or approvals that may be required in connection with the manufacture and/or sale of the technology.
- 7.2 Should a third party infringe the invention, Buyer shall, at Buyer's own expense, take all reasonable steps in order to terminate or abate the infringement.
- 7.3 Buyer has the right to institute and prosecute at Buyer's own expense a suit for infringement of the technology.
- 7.4 Seller may determine, but is not obligated to so do, to join with Buyer, including any shared expense, in any suit filed by Buyer against a third party deemed as infringing upon the cited technology.

#### SECTION EIGHT: WARRANTIES AND DEFAULT

- 8.1 Neither party makes any representation, extends any warranties, or assumes any responsibilities whatever with respect to the manufacture, use, sale or other disposition of the product.
- 8.2 Any suspected breach of default with respect to any of the provisions of this Agreement shall be noticed in writing to the offending party within thirty (30) days of suspected breach or default. Should the offender not cure such suspected breach or default within thirty (30) days after notice the matter shall be submitted to arbitration.
- 8.3 Seller warrants that Seller fully owns all right, title and interest for the technology cited, and has the right to enter into this Agreement.

#### SECTION NINE: ARBITRATION

- 9.1 All disputes that may arise in connection with the Agreement that the parties do not settle themselves shall be submitted under rules and regulations of the American Arbitration Association in the United States of America. All costs of arbitration shall be divided equally between the parties, and the parties agree to abide by the award.

#### SECTION TEN: TRANSFERABILITY

- 10.1 Buyer shall not sell the cited invention except with full written disclosure to Seller. Any sale hereof must include and protect all elements of this Agreement.

#### SECTION ELEVEN: MISCELLANEOUS

- 11.1 The purchase of the H2PODS under this Agreement is specific and shall not be construed otherwise.
- 11.2 This Agreement shall be interpreted and construed under the laws of the State of Florida, United States of America.
- 11.3 This Agreement is the whole agreement and supercedes any previous intent or statement, written or oral.
- 11.4 This Agreement may be amended in writing executed by both parties.
- 11.5 If Seller's equity in ECC drops below One Million Eight Hundred (\$1,800,000) dollars for a continued period of Sixty (60) days within twelve (12) months of execution of this Agreement, then Seller, at his discretion, may cancel this Agreement with a thirty (30) day written notice. If the Agreement is cancelled, the H2PODS technology shall be returned to Seller and the Six Hundred Thousand (600,000) shares of ECC stock shall be returned to Buyer.
- 11.6 Notice given and payment of fees and royalties under this Agreement shall be mailed to the parties at the addresses herein given.

Emission Controls Corp  
9042 Shearwater Road  
Blaine, WA 98230-5705

Michael C. Shetley  
Route 6, Box 845  
Okeechobee, FL 34974

- 11.7 Facsimile signatures are considered valid and lawful for the execution of this Agreement and are binding upon the parties hereto.
- 11.8 This Agreement may be signed in whole or in part, each part representing the whole.

IN WITNESS WHEREOF, the parties are deemed to have executed this Agreement in Blaine, Washington, whether in whole or in part, the day and year first above written.

**EMISSION CONTROLS CORP**

By: \_\_\_\_\_

Syd L. Cooke, President

**MICHAEL C. SHETLEY**

By: \_\_\_\_\_

Michael C. Shetley

## Vendor Ledgers

For the Period From Jan 1, 2002 to Oct 31, 2003

Filter Criteria includes: 1) IDs from SHETLEY to SHETLEY. Report order is by ID.

Vendor ID Vendor	Date	Trans No	Type	Paid	Debit Amt	Credit Amt	Balance
SHETLEY	6/4/02	060402	PJ	*		2,000.00	2,000.00 ✓
Mike Shetley	6/6/02	1224	CDJ		2,000.00		0.00 ✓
	6/12/02	1226	CDJ		2,000.00		-2,000.00 ✓
	6/13/02	061302	PJ	*		2,000.00	0.00

## ECC - Emission Controls Corp

## Vendor Ledgers

For the Period From Jan 1, 2002 to Oct 31, 2003

Filter Criteria includes: 1) IDs from BLACK to BLACK. Report order is by ID.

Vendor ID Vendor	Date	Trans No	Type	Paid	Debit Amt	Credit Amt	Balance
BLACK	4/10/02	WT0410	PJ	*		100,000.00	100,000.00
Black Gold Fuel Mgt System	4/10/02	WT	CDJ		100,000.00		0.00
	5/13/02	WT0513	PJ	*		59,685.68	59,685.68
	5/13/02	WT	CDJ		59,685.68		0.00
	6/3/02	053002	PJ	*		7,640.37	7,640.37 X
	6/3/02	1215	CDJ		7,640.37		0.00
	6/19/02	061902	PJ	*		264.28	264.28 X
	6/19/02	1231	CDJ		264.28		0.00
	6/21/02	062102	PJ	*		2,000.00	2,000.00 ✓
	6/21/02	1232	CDJ		2,000.00		0.00
	6/24/02	062402	PJ	*		50,000.00	50,000.00
	6/24/02	1236	CDJ		50,000.00		0.00
	6/25/02	062502	PJ	*		2,512.16	2,512.16 X
	6/25/02	1247	CDJ		2,512.16		0.00
	6/26/02	062602	PJ	*		2,000.00	2,000.00 ✓
	6/26/02	1251	CDJ		2,000.00		0.00
	6/30/02	063002	PJ	*		835.52	835.52 X
	6/30/02	1257	CDJ		835.52		0.00
	7/8/02	070802	PJ	*		8,348.00	8,348.00 X
	7/8/02	1268	CDJ		8,348.00		0.00
	7/15/02	071502	PJ	*		1,965.54	1,965.54 X
	7/15/02	1274	CDJ		1,965.54		0.00
	7/15/02	1273	CDJ		8,000.00		-8,000.00
	7/18/02	Consult0718	PJ	*		8,000.00	0.00
	7/18/02	071802	PJ	*		545.43	545.43 X
	7/18/02	1283	CDJ		545.43		0.00
	7/22/02	072202	PJ	*		1,914.44	1,914.44 X
	7/22/02	1289	CDJ		1,914.44		0.00
	7/29/02	072902	PJ	*		1,663.91	1,663.91 X
	7/29/02	1301	CDJ		1,663.91		0.00
	8/5/02	080502	PJ	*		90.65	90.65 X
	8/5/02	1008	CDJ		90.65		0.00
	8/10/02	Consult0810	PJ	*		8,000.00	8,000.00 ✓
	8/13/02	081202	PJ	*		5,282.10 X	13,282.10
	8/13/02	1018	CDJ		13,282.10		0.00
	8/19/02	081902	PJ	*		210.13	210.13 X
	8/19/02	1029	CDJ		210.13		0.00
	8/22/02	082202	PJ	*		1,422.87	1,422.87 X
	8/22/02	1033	CDJ		1,422.87		0.00
	8/26/02	082602	PJ	*		988.01	988.01 X
	8/26/02	1037	CDJ		988.01		0.00
	9/3/02	090302	PJ	*		1,046.60	1,046.60 X
	9/4/02	1047	CDJ		1,046.60		0.00
	9/9/02	090902	PJ	*		280.34	280.34 X
	9/9/02	1051	CDJ		280.34		0.00
	9/10/02	Consult0910	PJ	*		8,000.00	8,000.00 ✓
	9/13/02	1058	CDJ		8,000.00		0.00
	9/16/02	091602	PJ	*		846.45	846.45 X
	9/16/02	1061	CDJ		846.45		0.00
	9/23/02	092302	PJ	*		2,062.20	2,062.20 X
	9/23/02	1073	CDJ		2,062.20		0.00
	9/30/02	093002	PJ	*		253.58	253.58 X
	9/30/02	1085	CDJ		253.58		0.00
	10/7/02	100702	PJ	*		67.62	67.62 X
	10/7/02	1312	CDJ		67.62		0.00
	10/10/02	Consult1010	PJ	*		8,000.00	8,000.00 ✓
	10/14/02	101402	PJ	*		708.97 X	8,708.97
	10/14/02	1319	CDJ		8,000.00		708.97
	10/14/02	1094	CDJ		708.97		0.00
	10/21/02	102102	PJ	*		286.37	286.37 X
	10/22/02	1005	CDJ		286.37		0.00
	10/28/02	102802	PJ	*		953.17	953.17 X
	10/28/02	1018	CDJ		953.17		0.00
	10/29/02	Consult1029	PJ	*		4,000.00	4,000.00 ✓
	10/29/02	110102	PJ	*		16,000.00	20,000.00
	10/29/02	Consult1108	PJ	*		8,000.00	28,000.00 ✓

## ECC - Emission Controls Corp

## Vendor Ledgers

For the Period From Jan 1, 2002 to Oct 31, 2003

Filter Criteria includes: 1) IDs from BLACK to BLACK. Report order is by ID.

Vendor ID Vendor	Date	Trans No	Type	Paid	Debit Amt	Credit Amt	Balance
	10/29/02	1026	CDJ		16,000.00		12,000.00
	10/29/02	1027	CDJ		8,000.00		4,000.00
	10/29/02	1020	CDJ		4,000.00		0.00
	11/11/02	111102	PJ	*		260.08	260.08 X
	11/11/02	1030	CDJ		260.08		0.00
	11/15/02	Consult1115	PJ	*		2,000.00	2,000.00 ✓
	11/15/02	1044	CDJ		2,000.00		0.00
	11/18/02	111802	PJ	*		581.88	581.88 X
	11/18/02	1099	CDJ		581.88		0.00
	11/22/02	Consult1122	PJ	*		2,000.00	2,000.00 ✓
	11/22/02	1102	CDJ		2,000.00		0.00
	11/25/02	120102	PJ	*		16,000.00	16,000.00
	11/25/02	112502	PJ	*		403.81 X	16,403.81
	11/25/02	1104	CDJ		403.81		16,000.00
	11/29/02	Consult1129	PJ	*		2,000.00	18,000.00 ✓
	11/29/02	1107	CDJ		2,000.00		16,000.00
	12/2/02	120202	PJ	*		707.83	16,707.83
	12/2/02	1113	CDJ		16,000.00		707.83
	12/2/02	1116	CDJ		707.83		0.00
	12/6/02	Consult1206	PJ	*		2,000.00	2,000.00 ✓
	12/6/02	1126	CDJ		2,000.00		0.00
	12/9/02	120902	PJ	*		771.63 X	771.63 X
	12/10/02	1130	CDJ		771.63		0.00
	12/13/02	Consult1213	PJ	*		2,000.00	2,000.00 ✓
	12/13/02	Economizer	PJ	*		25,000.00	27,000.00
	12/13/02	1142	CDJ		2,000.00		25,000.00
	12/13/02	1147	CDJ		25,000.00		0.00
	12/16/02	121602	PJ	*		633.25	633.25 X
	12/16/02	1151	CDJ		633.25		0.00
	12/19/02	1153	CDJ		2,000.00		-2,000.00
	12/20/02	Consult1220	PJ	*		2,000.00	0.00 ✓
	12/27/02	Consult1227	PJ	*		2,000.00	2,000.00 ✓
	12/27/02	1162	CDJ		2,000.00		0.00
	12/30/02	123002	PJ	*		5,525.10	5,525.10 X
	12/30/02	1167	CDJ		5,525.10		0.00
	1/3/03	BOAck1178	PJ	*		16,000.00	16,000.00
	1/3/03	BOAck 1179	PJ	*		2,000.00	18,000.00 ✓
	1/3/03	1178	CDJ		16,000.00		2,000.00
	1/3/03	1179	CDJ		2,000.00		0.00
	1/6/03	BOAck 1181	PJ	*		239.02	239.02 X
	1/6/03	1181	CDJ		239.02		0.00
	1/11/03	BOAck 1182	PJ	*		2,000.00	2,000.00 ✓
	1/11/03	1182	CDJ		2,000.00		0.00
	1/13/03	BOAck 1187	PJ	*		359.40	359.40 X
	1/13/03	1187	CDJ		359.40		0.00
	1/17/03	BOAck 1203	PJ	*		2,000.00	2,000.00 ✓
	1/17/03	1203	CDJ		2,000.00		0.00
	1/23/03	BOAck 1210	PJ	*		1,150.23	1,150.23 X
	1/23/03	1210	CDJ		1,150.23		0.00
	1/24/03	BOAck 1211	PJ	*		2,000.00	2,000.00 ✓
	1/24/03	1211	CDJ		2,000.00		0.00
	1/27/03	BOAck 1215	PJ	*		149.53	149.53 X
	1/27/03	1215	CDJ		149.53		0.00
	1/30/03	BOAck 1220	PJ	*		4,801.88	4,801.88 X
	1/30/03	BOAck 1223	PJ	*		16,000.00	20,801.88
	1/30/03	BOAck 1224	PJ	*		2,000.00	22,801.88 ✓
	1/30/03	1220	CDJ		4,801.88		18,000.00
	1/30/03	1223	CDJ		16,000.00		2,000.00
	1/30/03	1224	CDJ		2,000.00		0.00
	2/4/03	BOAck 1229	PJ	*		495.44	495.44 X
	2/4/03	1229	CDJ		495.44		0.00
	2/7/03	BOAck 1237	PJ	*		2,000.00	2,000.00 ✓
	2/7/03	1237	CDJ		2,000.00		0.00
	2/10/03	BOAck 1242	PJ	*		593.36	593.36 X
	2/10/03	1242	CDJ		593.36		0.00
	2/13/03	BOAck 1247	PJ	*		2,000.00	2,000.00 ✓

## ECC - Emission Controls Corp

## Vendor Ledgers

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	2/13/03	1247	CDJ		2,000.00		0.00
	2/17/03	BOACK 1253	PJ	*		248.68	248.68 X
	2/17/03	1254	CDJ		248.68		0.00
	2/20/03	BOACK 1259	PJ	*		2,000.00	2,000.00 ✓
	2/20/03	1259	CDJ		2,000.00		0.00
	2/24/03	BOACK 1263	PJ	*		905.13	905.13 X
	2/24/03	1263	CDJ		905.13		0.00
	2/27/03	BOACK 1266	PJ	*		2,000.00	2,000.00 ✓
	2/27/03	BOACK 1271	PJ	*		16,000.00	18,000.00
	2/27/03	1266	CDJ		2,000.00		16,000.00
	2/27/03	1271	CDJ		16,000.00		0.00
	3/4/03	BOACK 1273	PJ	*		320.54	320.54 X
	3/4/03	1273	CDJ		320.54		0.00
	3/6/03	BOACK 1286	PJ	*		2,000.00	2,000.00 ✓
	3/6/03	1286	CDJ		2,000.00		0.00
	3/10/03	BOACK 1289	PJ	*		282.32	282.32 X
	3/10/03	1289	CDJ		282.32		0.00
	3/13/03	BOACK 1290	PJ	*		2,000.00	2,000.00 ✓
	3/13/03	1290	CDJ		2,000.00		0.00
	3/17/03	BOACK 1297	PJ	*		1,308.06	1,308.06 X
	3/17/03	1297	CDJ		1,308.06		0.00
	3/19/03	BOACK 1301	PJ	*		2,000.00	2,000.00 ✓
	3/19/03	1301	CDJ		2,000.00		0.00
	3/25/03	BOACK 1309	PJ	*		874.64	874.64 X
	3/25/03	1309	CDJ		874.64		0.00
	3/28/03	BOACK 1315	PJ	*		2,000.00	2,000.00 ✓
	3/28/03	BOACK 1317	PJ	*		16,000.00	18,000.00
	3/28/03	1315	CDJ		2,000.00		16,000.00
	3/28/03	1317	CDJ		16,000.00		0.00
	4/2/03	BOACK 1321	PJ	*		2,000.00	2,000.00 ✓
	4/2/03	1321	CDJ		2,000.00		0.00
	4/7/03	BOACK 1328	PJ	*		950.71	950.71 X
	4/7/03	1328	CDJ		950.71		0.00
	4/10/03	BOACK 1338	PJ	*		2,000.00	2,000.00 ✓
	4/10/03	1338	CDJ		2,000.00		0.00
	4/15/03	BOACK 1344	PJ	*		1,263.02	1,263.02 X
	4/15/03	1344	CDJ		1,263.02		0.00
	4/17/03	BOACK 1345	PJ	*		2,000.00	2,000.00 ✓
	4/17/03	1345	CDJ		2,000.00		0.00
	4/22/03	BOACK 1346	PJ	*		1,040.11	1,040.11 X
	4/22/03	1346	CDJ		1,040.11		0.00
	4/24/03	BOACK 1348	PJ	*		2,000.00	2,000.00 ✓
	4/24/03	1348	CDJ		2,000.00		0.00
	4/30/03	BOACK 1356	PJ	*		1,644.12	1,644.12 X
	4/30/03	1356	CDJ		1,644.12		0.00
	5/1/03	BOACK 1360	PJ	*		16,000.00	16,000.00
	5/1/03	BOACK 1361	PJ	*		2,000.00	18,000.00
	5/1/03	1360	CDJ		16,000.00		2,000.00 ✓
	5/1/03	1361	CDJ		2,000.00		0.00
	5/8/03	BOACK 1373	PJ	*		1,740.88	1,740.88 X
	5/8/03	BOACK 1375	PJ	*		2,000.00	3,740.88 ✓
	5/8/03	1373	CDJ		1,740.88		2,000.00 ✓
	5/8/03	1375	CDJ		2,000.00		0.00
	5/15/03	BOACK 1382	PJ	*		2,000.00	2,000.00 ✓
	5/15/03	1382	CDJ		2,000.00		0.00
	5/19/03	BOACK 1389	PJ	*		1,103.20	1,103.20 X
	5/19/03	1389	CDJ		1,103.20		0.00
	5/21/03	BOACK 1391	PJ	*		2,000.00	2,000.00 ✓
	5/21/03	1391	CDJ		2,000.00		0.00
	5/28/03	BOACK 1396	PJ	*		18,000.00	18,000.00
	5/28/03	1396	CDJ		18,000.00		0.00
	6/2/03	BOACK 1400	PJ	*		600.48	600.48 X
	6/2/03	1400	CDJ		600.48		0.00
	6/4/03	BOACK 1410	PJ	*		2,000.00	2,000.00 ✓
	6/4/03	1410	CDJ		2,000.00		0.00
	6/11/03	BOACK 1416	PJ	*		1,598.90	1,598.90 X



## ECC - Emission Controls Corp

## Vendor Ledgers

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Vendor ID Vendor	Date	Trans No	Type	Paid	Debit Amt	Credit Amt	Balance
	6/11/03	BOACK 1422	PJ	*		2,000.00	3,598.90 ✓
	6/11/03	1416	CDJ		1,598.90		2,000.00 ✓
	6/11/03	1422	CDJ		2,000.00		0.00
	6/16/03	BOACK 1424	PJ	*		186.48	186.48 X
	6/16/03	1424	CDJ		186.48		0.00
	6/19/03	BOACK 1426	PJ	*		2,000.00	2,000.00 ✓
	6/19/03	1426	CDJ		2,000.00		0.00
	6/25/03	BOACK 1436	PJ	*		2,292.60 X	2,292.60 ✓
	6/25/03	1436	CDJ		2,292.60		0.00
	6/30/03	BOACK 1440	PJ	*		441.45	441.45 X
	6/30/03	WFCK 1059	PJ	*		16,000.00	16,441.45
	6/30/03	1440	CDJ		441.45		16,000.00
	6/30/03	1059	CDJ		16,000.00		0.00
	7/2/03	BOACK 1445	PJ	*		2,000.00	2,000.00 ✓
	7/2/03	1445	CDJ		2,000.00		0.00
	7/9/03	BOACK 1451	PJ	*		2,430.76 X	2,430.76 ✓
	7/9/03	1451	CDJ		2,430.76		0.00
	7/16/03	BOACK 1460	PJ	*		1,180.72	1,180.72 X
	7/16/03	1460	CDJ		1,180.72		0.00
	7/17/03	BOACK 1461	PJ	*		2,000.00	2,000.00 ✓
	7/17/03	1461	CDJ		2,000.00		0.00
	7/24/03	BOACK 1462	PJ	*		2,000.00	2,000.00 ✓
	7/24/03	1462	CDJ		2,000.00		0.00
	7/28/03	07/28/03	PJ	*		954.42	954.42
	7/28/03	1472	CDJ		954.42		0.00
	8/1/03	BOACK 1478	PJ	*		18,943.20 X	18,943.20 ✓
	8/1/03	1478	CDJ		18,943.20		0.00
	8/8/03	BOACK 1489	PJ	*		2,746.56 X	2,746.56 ✓
	8/8/03	1489	CDJ		2,746.56		0.00
	8/12/03	BOACK 1496	PJ	*		763.38	763.38 X
	8/12/03	1496	CDJ		763.38		0.00
	8/14/03	BOACK 1498	PJ	*		2,000.00	2,000.00 ✓
	8/14/03	1498	CDJ		2,000.00		0.00
	8/22/03	BOACK 1504	PJ	*		2,000.00	2,000.00 ✓
	8/22/03	1504	CDJ		2,000.00		0.00
	8/25/03	BOACK 1508	PJ	*		465.80	465.80 X
	8/25/03	1508	CDJ		465.80		0.00
	8/29/03	BOACK 1510	PJ	*		2,000.00	2,000.00 ✓
	8/29/03	1510	CDJ		2,000.00		0.00
	9/2/03	WFCK 1077	PJ	*		16,000.00	16,000.00
	9/2/03	1077	CDJ		16,000.00		0.00
	9/5/03	WFCK 1084	PJ	*		2,217.67 X	2,217.67 ✓
	9/5/03	1084	CDJ		2,217.67		0.00
	9/9/03	WFCK 1086	PJ	*		874.87	874.87 X
	9/9/03	1086	CDJ		874.87		0.00
	9/10/03	WFCK 1092	PJ	*		2,675.13 X	2,675.13 ✓
	9/10/03	1092	CDJ		2,675.13		0.00
	9/19/03	WFCK 1100	PJ	*		2,000.00	2,000.00 ✓
	9/19/03	1100	CDJ		2,000.00		0.00
	10/6/03	WFCK 1114	PJ	*		2,000.00	2,000.00 ✓
	10/6/03	1114	CDJ		2,000.00		0.00
	10/6/03	WFCK 1116	PJ	*		2,000.00	2,000.00 ✓
	10/6/03	1116	CDJ		2,000.00		0.00
	10/10/03	WFCK 1130	PJ	*		3,462.88 X	3,462.88 ✓
	10/10/03	1130	CDJ		3,462.88		0.00

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
WEEK 1116		10/6/03	2,000.00		2,000.00
CHECK DATE	CHECK NO.	PAYEE		DISCOUNTS TAKEN	CHECK AMOUNT
10/6/03	1116	Black Gold Fuel Mgt System			\$2,000.00

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
WFCB 1114	Consulting Fee	10/6/03	2,000.00		2,000.00

CHECK DATE	CHECK NO.	PAYEE	DISCOUNT TAKEN	CHECK AMOUNT
10/6/03	1114	Black Gold Fuel Mgt System		\$2,000.00

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
Wfck 1100	Consulting Fee	9/19/03	2,000.00		2,000.00

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
9/19/03	1100	Black Gold Fuel Mgt System		\$2,000.00

1

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
WPC 1092		9/10/03	2,675.13		2,675.13
CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT	
9/10/03	1092	Black Gold Fuel Mgt System		\$2,675.13	

PWLA60 ACCOUNTS PAYABLE CHECK (5/00) OCRReady

PTR005 (3/03) 189045

\$675.00 Reimbursement  
\$2000.00 Consulting Fee

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
WFCK 1084	Consulting Fee/Reimburse	9/5/03	2,217.67		2,217.67
CHECK DATE	CHECK NO.	PAYEE		DISCOUNTS TAKEN	CHECK AMOUNT
9/5/03	1084	Black Gold Fuel Mgt System			\$2,217.67

PTR000 (3/03) 188783





PWLA60 ACCOUNTS PAYABLE CHECK (5/00) OCReady

Vendor ID:BLACK

Vendor Name: Black Gold Fuel Mgt Syst

1462.

Invoice No.	Date	Invoice Amount	Amount Paid	Discounts Taken	Credits Taken	Net Amount
07/24/03	07/24/03	2000.00	2000.00	0.00	0.00	2000.00
Net Check Amount						2000.00

INTEGRITY CONTROLS CORP  
Vendor ID:BLACK

Vendor Name:Black Gold Fuel Mgt Syst

1461

Invoice No.	Date	Invoice Amount	Amount Paid	Discounts Taken	Credits Taken	Net Amount
07/18/03	07/17/03	2000.00	2000.00	0.00	0.00	2000.00
					Net Check Amount	2000.00

Vendor ID:BLACK

Vendor Name: Black Gold Fuel Mgt Syst

1445

Invoice No.	Date	Invoice Amount	Amount Paid	Discounts Taken	Credits Taken	Net Amount
07/03/03	07/02/03	2000.00	2000.00	0.00	0.00	2000.00
Net Check Amount						2000.00

Invoice No.	Date	Invoice Amount	Amount Paid	Discounts Taken	Credits Taken	Net Amount
06/25/03	06/25/03	2292.60	2292.60	0.00	0.00	2292.60
<i>Reimburse Bills Paid</i>					Net Check Amount	2292.60
<i>Consultant Fee</i>						

Vendor ID:BLACK

Vendor Name: Black Gold Fuel Mgt Syst

1426

Invoice No.	Date	Invoice Amount	Amount Paid	Discounts Taken	Credits Taken	Net Amount
06/20/03	06/19/03	2000.00	2000.00	0.00	0.00	2000.00
Net Check Amount						2000.00

Vendor ID:BLACK

Vendor Name: Black Gold Fuel Mgt Syst

1422.

Invoice No.	Date	Invoice Amount	Amount Paid	Discounts Taken	Credits Taken	Net Amount
06/13/03	06/11/03	2000.00	2000.00	0.00	0.00	2000.00
Net Check Amount						2000.00



Vendor ID:BLACK

Vendor Name:Black Gold Fuel Mgt Syst

1410

Invoice No.	Date	Invoice Amount	Amount Paid	Discounts Taken	Credits Taken	Net Amount
June	06/04/03	2000.00	2000.00	0.00	0.00	2000.00
Net Check Amount						2000.00

Vendor ID:BLACK

Vendor Name: Black Gold Fuel Mgt Syst

1396

Invoice No.	Date	Invoice Amount	Amount Paid	Discounts Taken	Credits Taken	Net Amount
Loan/Consult	05/28/03	18000.00	18000.00	0.00	0.00	18000.00
Net Check Amount						18000.00

Vendor ID: BLACK

Vendor Name: Black Gold Fuel Mgt Syst

1391

Invoice No.	Date	Invoice Amount	Amount Paid	Discounts Taken	Credits Taken	Net Amount
05/22/03	05/21/03	2000.00	2000.00	0.00	0.00	2000.00
Net Check Amount						2000.00



Vendor ID:BLACK

Vendor Name: Black Gold Fuel Mgt Syst

1382

Invoice No.	Date	Invoice Amount	Amount Paid	Discounts Taken	Credits Taken	Net Amount
05/15/03	05/15/03	2000.00	2000.00	0.00	0.00	2000.00
Net Check Amount						2000.00

Vendor ID:BLACK

Vendor Name: Black Gold Fuel Mgt Syst

1375

Invoice No.	Date	Invoice Amount	Amount Paid	Discounts Taken	Credits Taken	Net Amount
05/08/03	05/08/03	2000.00	2000.00	0.00	0.00	2000.00
						-----
					Net Check Amount	2000.00

Black Gold 5-7-03  
\$2000.00 Consulting Fee

Vendor ID:BLACK

Vendor Name: Black Gold Fuel Mgt Syst

1348

Invoice No.	Date	Invoice Amount	Amount Paid	Discounts Taken	Credits Taken	Net Amount
April	04/24/03	2000.00	2000.00	0.00	0.00	2000.00
					Net Check Amount	2000.00

Vendor ID:BLACK

Vendor Name:Black Gold Fuel Mgt Syst

1345

Invoice No.	Date	Invoice Amount	Amount Paid	Discounts Taken	Credits Taken	Net Amount
04/18/03	04/17/03	2000.00	2000.00	0.00	0.00	2000.00
					Net Check Amount	2000.00



Vendor ID:BLACK

Vendor Name: Black Gold Fuel Mgt Syst

1338

Invoice No.	Date	Invoice Amount	Amount Paid	Discounts Taken	Credits Taken	Net Amount
^04/11/03	04/10/03	2000.00	2000.00	0.00	0.00	2000.00
					Net Check Amount	2000.00

Vendor ID:BLACK

Vendor Name: Black Gold Fuel Mgt Syst

1321

Invoice No.	Date	Invoice Amount	Amount Paid	Discounts Taken	Credits Taken	Net Amount
^04/04/03	04/02/03	2000.00	2000.00	0.00	0.00	2000.00
					Net Check Amount	2000.00

Vendor ID:BLACK

Vendor Name: Black Gold Fuel Mgt Syst

1315

Invoice No.	Date	Invoice Amount	Amount Paid	Discounts Taken	Credits Taken	Net Amount
^03/28/03	03/28/03	2000.00	2000.00	0.00	0.00	2000.00
Net Check Amount						2000.00

Vendor ID:BLACK

Vendor Name:Black Gold Fuel Mgt Syst

1301

Invoice No.	Date	Invoice Amount	Amount Paid	Discounts Taken	Credits Taken	Net Amount
^03/21/03	03/19/03	2000.00	2000.00	0.00	0.00	2000.00
Net Check Amount						2000.00

Vendor ID:BLACK

Vendor Name:Black Gold Fuel Mgt Syst

1290

Invoice No.	Date	Invoice Amount	Amount Paid	Discounts Taken	Credits Taken	Net Amount
^03/14/03	03/13/03	2000.00	2000.00	0.00	0.00	2000.00
					Net Check Amount	2000.00

Invoice No.	Date	Invoice Amount	Amount Paid	Discounts Taken	Credits Taken	Net Amount
^03/07/03	03/06/03	2000.00	2000.00	0.00	0.00	2000.00
Net Check Amount						2000.00

Vendor ID:BLACK

Vendor Name:Black G Id Fuel Mgt Syst

1266

Invoice No.	Date	Invoice Amount	Amount Paid	Discounts Taken	Credits Taken	Net Amount
^02/28/03	02/27/03	2000.00	2000.00	0.00	0.00	2000.00
Net Check Amount						2000.00

Vendor ID:BLACK

Vendor Name: Black Gold Fuel Mgt Syst

1259

Invoice No.	Date	Invoice Amount	Amount Paid	Discounts Taken	Credits Taken	Net Amount
^02/21/03	02/20/03	2000.00	2000.00	0.00	0.00	2000.00
						-----
					Net Check Amount	2000.00



Invoice No.	Date	Invoice Amount	Amount Paid	Discounts Taken	Credits Taken	Net Amount
^02/02/03	02/07/03	2000.00	2000.00	0.00	0.00	2000.00
Net Check Amount						2000.00

Invoice No.	Date	Invoice Amount	Amount Paid	Discounts Taken	Credits Taken	Net Amount
02/14/03	02/13/03	2000.00	2000.00	0.00	0.00	2000.00
Net Check Amount						2000.00

Invoice No.	Date	Invoice Amount	Amount Paid	Discounts Taken	Credits Taken	Net Amount
^01/31/03	01/30/03	2000.00	2000.00	0.00	0.00	2000.00
Net Check Amount						2000.00

Vendor ID:BLACK

Vendor Name: Black Gold Fuel Mgt Syst

1211

Invoice No.	Date	Invoice Amount	Amount Paid	Discounts Taken	Credits Taken	Net Amount
^01/24/03	01/24/03	2000.00	2000.00	0.00	0.00	2000.00
Net Check Amount						2000.00

Vendor ID:BLACK

Vendor Name: Black Gold Fuel Mgt Syst

1203

Invoice No.	Date	Invoice Amount	Amount Paid	Discounts Taken	Credits Taken	Net Amount
^1/17/03	01/17/03	2000.00	2000.00	0.00	0.00	2000.00
Net Check Amount						2000.00



Vendor ID:BLACK

Vendor Name: Black Gold Fuel Mgt Syst

1102

Invoice No.	Date	Invoice Amount	Amount Paid	Discounts Taken	Credits Taken	Net Amount
^01/10/03	01/11/03	2000.00	2000.00	0.00	0.00	2000.00
Net Check Amount						2000.00

Black Gold Fuel Mgmt  
10/03/03  
1/3/03  
\$2,000.00

Handwritten

POSTED

Invoice No.	Date	Invoice Amount	Amount Paid	Discounts Taken	Credits Taken	Net Amount
^12/27/02	12/27/02	2000.00	2000.00	0.00	0.00	2000.00
						-----
					Net Check Amount	2000.00



Vendor ID:BLACK

Vendor Name: Black G Id Fuel Mgt Syst

1153

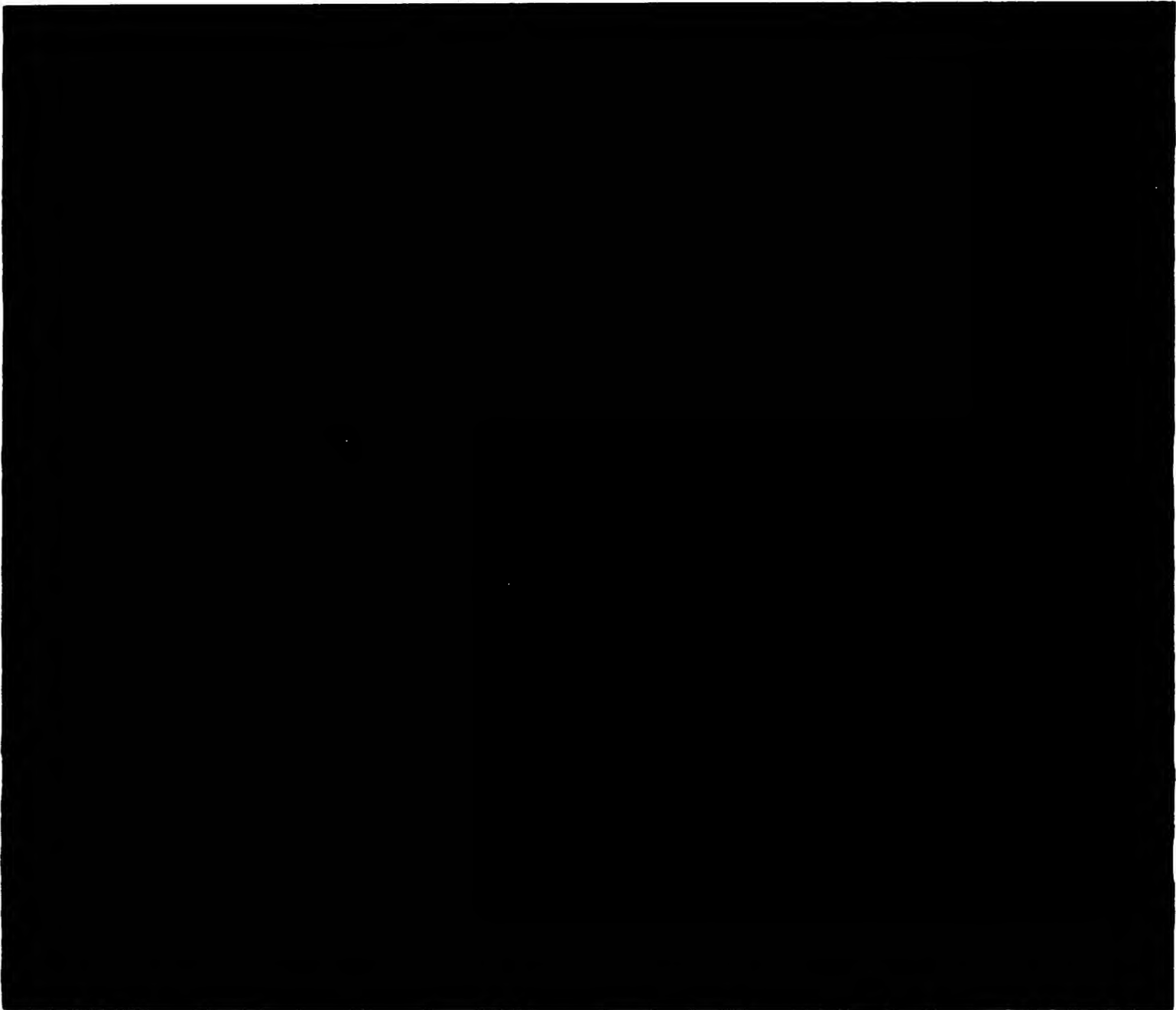
Invoice No.	Date	Invoice Amount	Amount Paid	Discounts Taken	Credits Taken	Net Amount
^12/20/02	12/19/02	2000.00	2000.00	0.00	0.00	2000.00
Net Check Amount						2000.00

Vendor ID:BLACK

Vendor Name: Black Gold Fuel Mgt Syst

1142

Invoice No.	Date	Invoice Amount	Amount Paid	Discounts Taken	Credits Taken	Net Amount
^12/13/02	12/13/02	2000.00	2000.00	0.00	0.00	2000.00
						-----
Net Check Amount						2000.00



Vendor ID:BLACK

Vendor Name: Black Gold Fuel Mgt Syst

1126

Invoice No.	Date	Invoice Amount	Amount Paid	Discounts Taken	Credits Taken	Net Amount
^12/6/02	12/06/02	2000.00	2000.00	0.00	0.00	2000.00
						-----
					Net Check Amount	2000.00

Vendor ID:BLACK

Vendor Name: Black G Id Fu l Mgt Syst

1107

Invoice No.	Date	Invoice Amount	Amount Paid	Discounts Taken	Credits Taken	Net Amount
11/29/02	11/29/02	2000.00	2000.00	0.00	0.00	2000.00
Net Check Amount						2000.00

Vendor ID:BLACK

Vendor Name: Black Gold Fuel Mgt Syst

1102

Invoice No.	Date	Invoice Amount	Amount Paid	Discounts Taken	Credits Taken	Net Amount
Nov 22	11/22/02	2000.00	2000.00	0.00	0.00	2000.00
Net Check Amount						2000.00

Invoice No.	Date	Invoice Amount	Amount Paid	Discounts Taken	Credits Taken	Net Amount
Nov 8	10/29/02	8000.00	8000.00	0.00	0.00	8000.00
Net Check Amount						8000.00

Invoice No.	Date	Invoice Amount	Amount Paid	Discounts Taken	Credits Taken	Net Amount
Nov 1	10/29/02	16000.00	16000.00	0.00	0.00	16000.00
Net Check Amount						16000.00

Vendor ID:BLACK

Vendor Name: Black Gold Fuel Mgt Syst

1020

Invoice No.	Date	Invoice Amount	Amount Paid	Discounts Taken	Credits Taken	Net Amount
^Oct 31	10/29/02	4000.00	4000.00	0.00	0.00	4000.00
Net Check Amount						4000.00

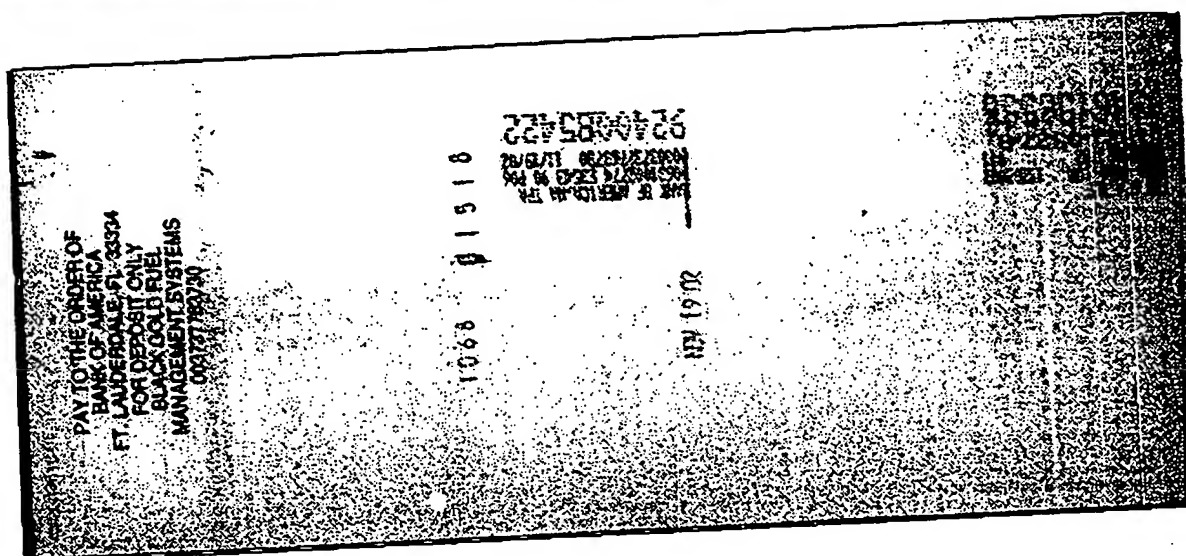
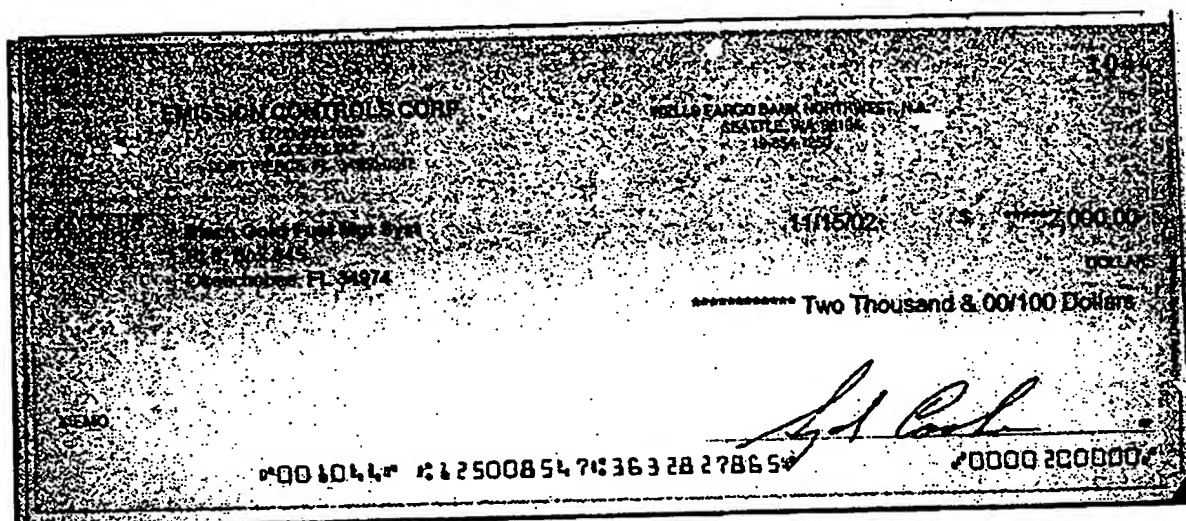


Vendor ID:BLACKGOLD

Vendor Name: Black Gold Fuel Mgt Syst

1000

Invoice No.	Date	Invoice Amount	Amount Paid	Discounts Taken	Credits Taken	Net Amount
CONSULTSEP09/10/02		8000.00	8000.00	0.00	0.00	8000.00
Net Check Amount						8000.00

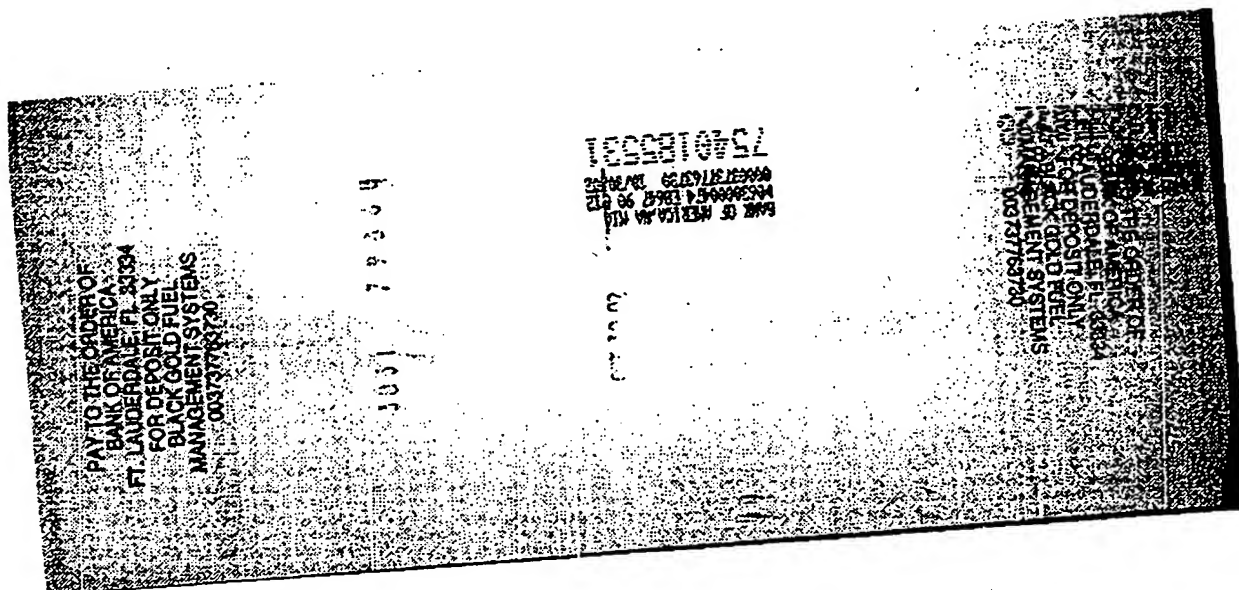
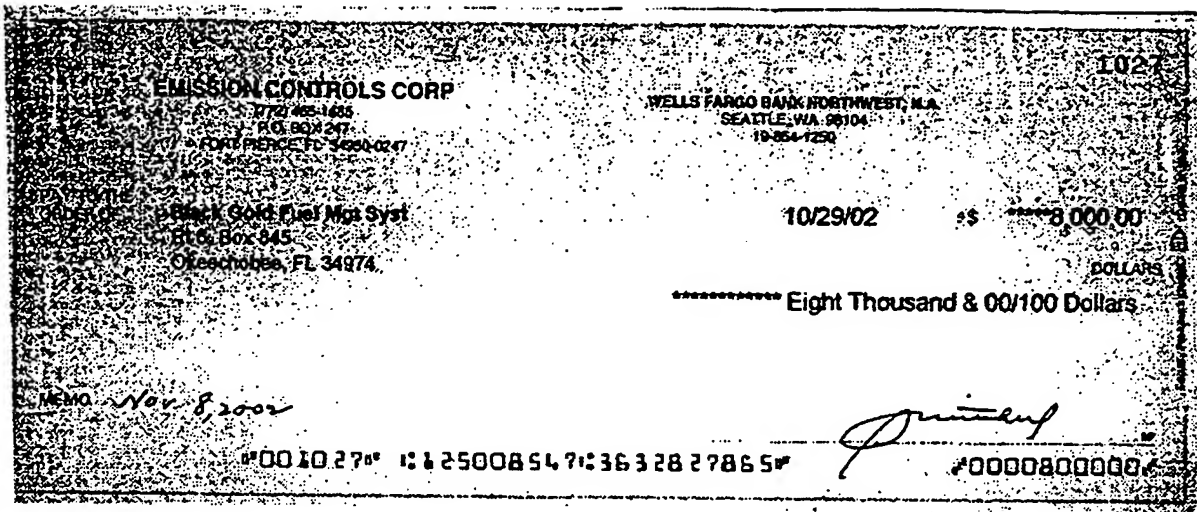


38361-27MAR03/AITEM,CL/DXJ013/20-NOV-02/240680/000346156556/2,000.00/U/1044/  
31-MAR-03/120/3632827865/MA /

Enclosed is the item you requested. Unfortunately this copy represents the best quality we can provide. We apologize for any inconvenience this may cause. If you require further assistance with this photocopy request, please contact the Photo Retrieval Unit at 1-866-861-1624. All other inquiries should be directed to 1-800-TO-WELLS.

EMISSION CONTROLS CORP  
3150 SW 42ND AVE  
PALM CITY FL 34990-5557

Group: G27MAR03-1556



38342-27MAR03/AITEM,CL/JLV002/01-NOV-02/240680/000443205612/8,000.00/U/1027/  
01-APR-03/120/3632827865/MA /

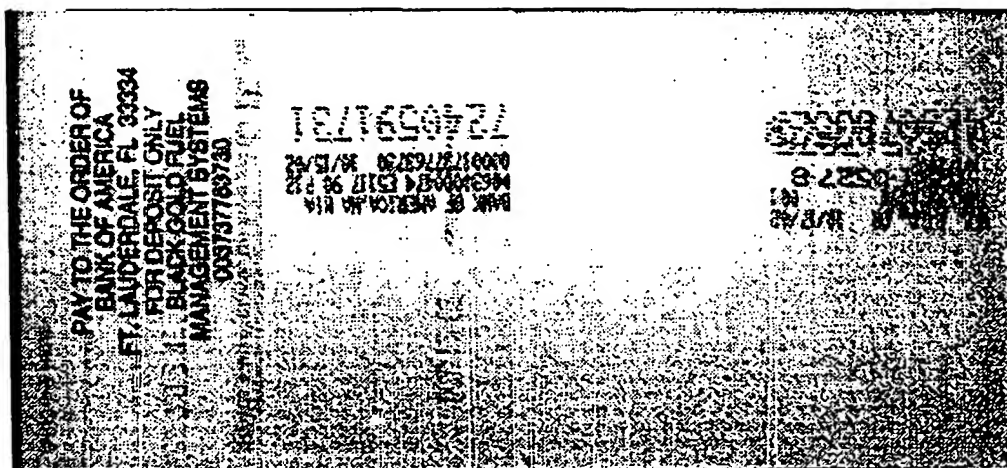
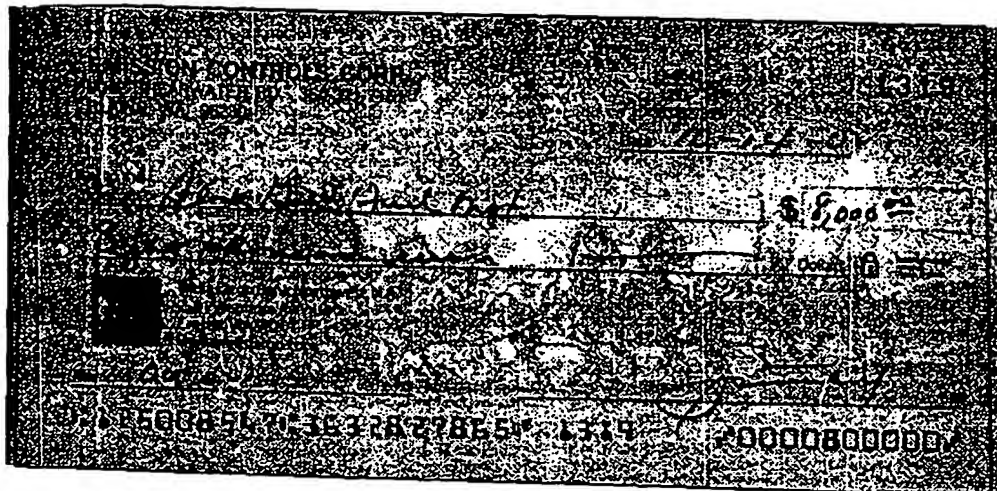
Enclosed are the photocopied items you requested. For further assistance, please call 1-800-869-3557. (1-800-TO-WELLS) A separate fee for this service, as described in your account disclosure agreement, has been subtracted from your account.

Thank you for banking with Wells Fargo - your Anytime Anywhere Bank.

EMISSION CONTROLS CORP  
3150 SW 42ND AVE  
PALM CITY FL 34990-5557

Group: G27MAR03-1556





38313-27MAR03/AITEM,CL/SXD010/17-OCT-02/240680/000142517975/8,000.00/U/1319/  
01-APR-03/120/3632827865/MA /

Enclosed are the photocopied items you requested. For further assistance,  
please call 1-800-869-3557. (1-800-TO-WELLS) A separate fee for this  
service, as described in your account disclosure agreement, has been  
subtracted from your account.  
Thank you for banking with Wells Fargo - your Anytime Anywhere Bank.

EMISSION CONTROLS CORP  
3150 SW 42ND AVE  
PALM CITY FL 34990-5557

Group: G27MAR03-1556

EMISSION CONTROLS CORP.  
 3812 GREYHAWK RD. 380371-7151  
 SEASIDE, WA 98230

Date 7-15-02

Blank Bill Fms \$ 8,000.00  
Eight thousand even

Wells Fargo Bank, Northwest, N.A.  
 2001 Westgate, Apt. 100  
 Everett, WA 98201  
 (206) 463-2000

July

⑆125008547⑆3632827865⑆ 1273 ⑈0000800000⑈

3812-27MAR03/AITEM,CL/JLV002/18-JUL-02/240680/000148434452/8,000.00/U/1273/  
 01-APR-03/120/3632827865/MA /

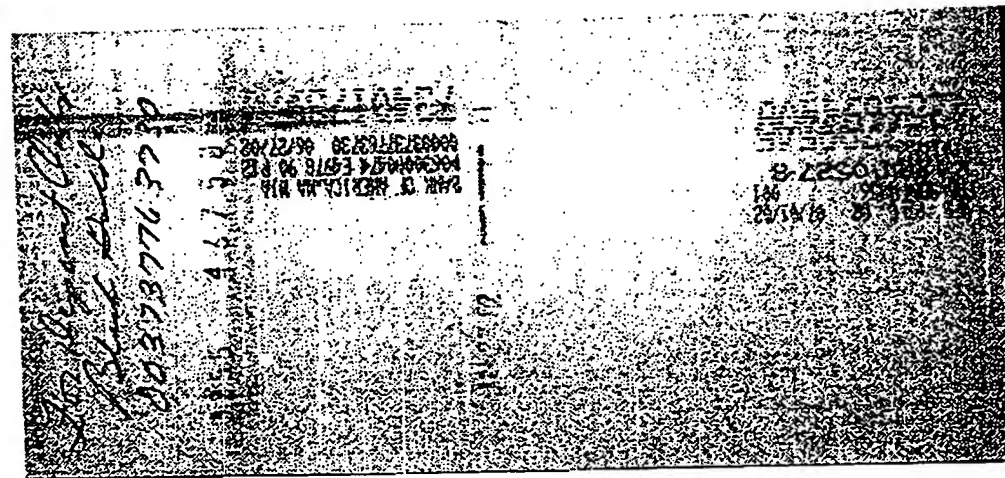
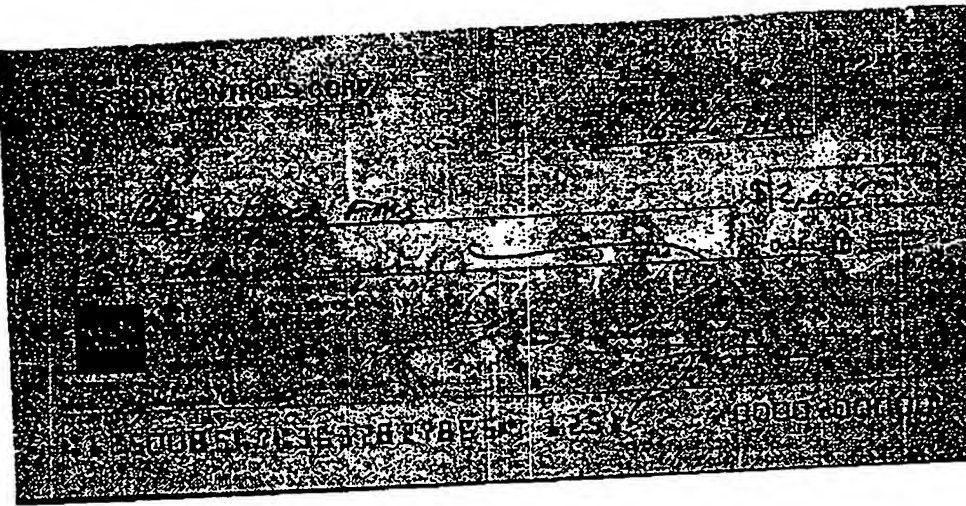
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38412-27MAR03/AITEM,CL/JLV002/18-JUL-02/240680/000148434452/8,000.00/U/1273/  
 01-APR-03/120/3632827865/MA /

Enclosed are the photocopied items you requested. For further assistance,  
 please call 1-800-869-3557. (1-800-TO-WELLS) A separate fee for this  
 service, as described in your account disclosure agreement, has been  
 subtracted from your account.  
 Thank you for banking with Wells Fargo - your Anytime Anywhere Bank.

EMISSION CONTROLS CORP  
 3150 SW 42ND AVE  
 PALM CITY FL 34990-5557

Group: G27MAR03-1556



38381-27MAR03/AITEM,CL/JLV002/01-JUL-02/240680/000142799545/2,000.00/U/1251/  
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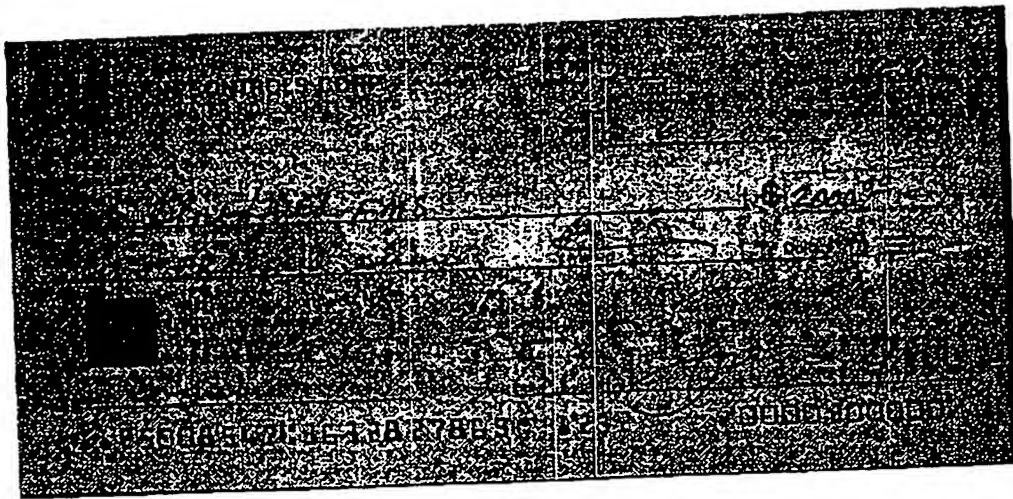
Enclosed are the photocopied items you requested. For further assistance,  
please call 1-800-869-3557. (1-800-TO-WELLS) A separate fee for this  
service, as described in your account disclosure agreement, has been  
subtracted from your account.

Thank you for banking with Wells Fargo - your Anytime Anywhere Bank.

EMISSION CONTROLS CORP  
3150 SW 42ND AVE  
PALM CITY FL 34990-5557

Group: G27MAR03-1556

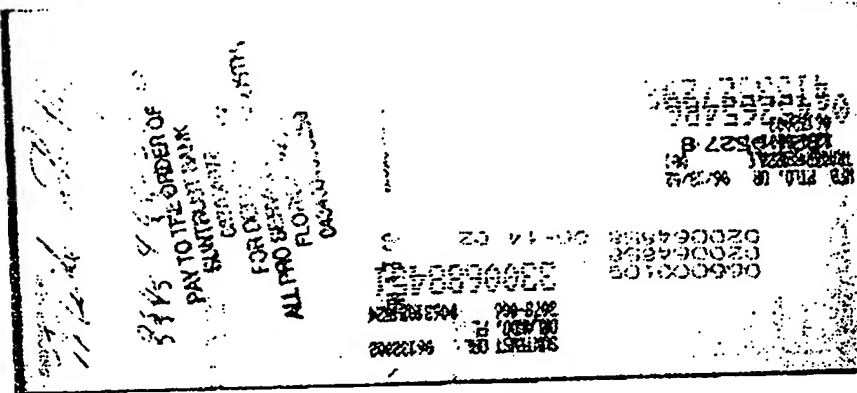
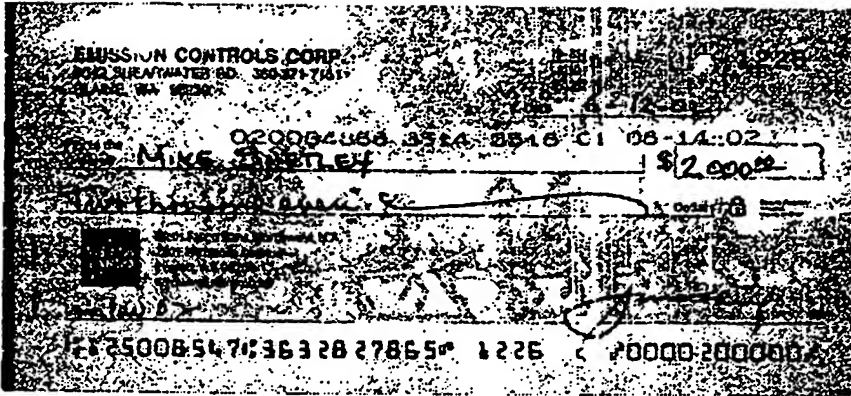




38373-27MAR03/AITEM,CL/JLV002/26-JUN-02/240680/000141672149/2,000.00/U/1232/  
01-APR-03/120/3632827865/MA /

EMISSION CONTROLS CORP  
3150 SW 42ND AVE  
PALM CITY FL 34990-5557





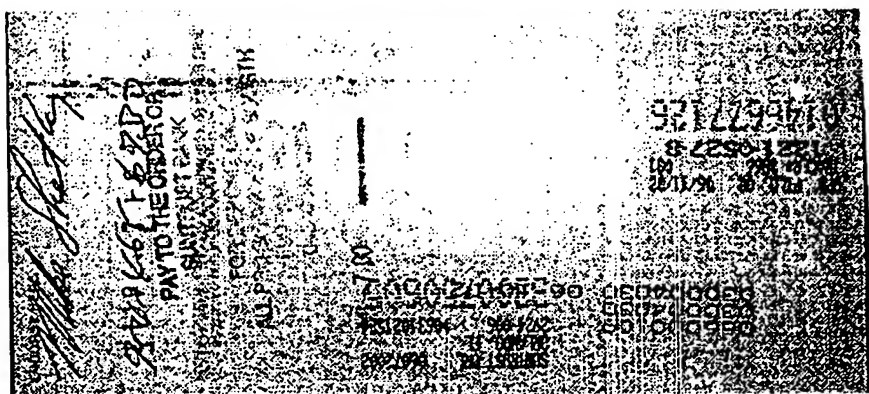
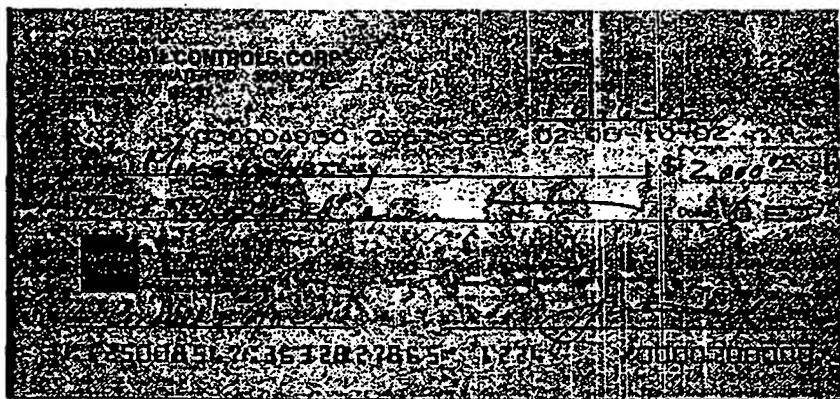
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01-APR-03/120/3632827865/MA /

Enclosed are the photocopied items you requested. For further assistance,  
please call 1-800-869-3557. (1-800-TO-WELLS) A separate fee for this  
service, as described in your account disclosure agreement, has been  
subtracted from your account.

Thank you for banking with Wells Fargo - your Anytime Anywhere Bank.

EMISSION CONTROLS CORP  
3150 SW 42ND AVE  
PALM CITY FL 34990-5557

Group: G27MAR03-1556



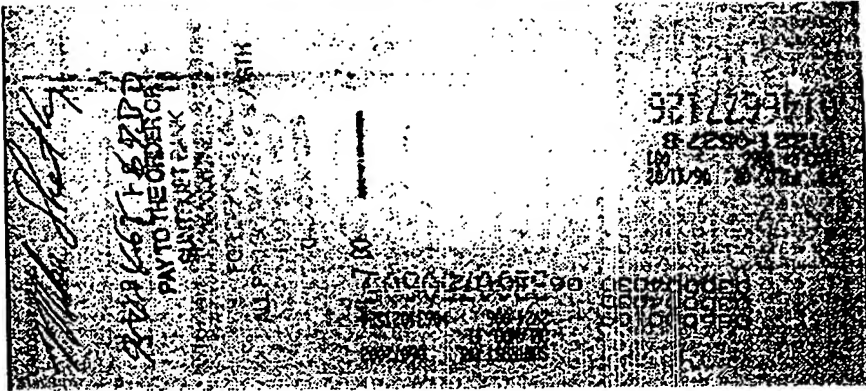
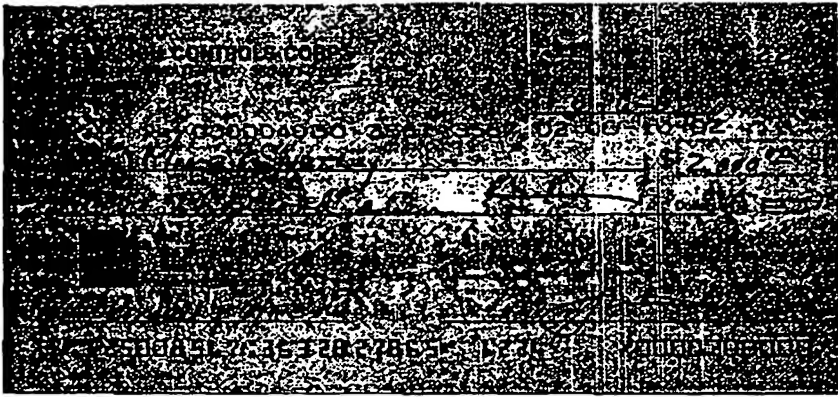
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01-APR-03/120/3632827865/MA /

Enclosed are the photocopied items you requested. For further assistance,  
please call 1-800-869-3557. (1-800-TO-WELLS) A separate fee for this  
service, as described in your account disclosure agreement, has been  
subtracted from your account.

Thank you for banking with Wells Fargo - your Anytime Anywhere Bank.

EMISSION CONTROLS CORP  
3150 SW 42ND AVE  
PALM CITY FL 34990-5557

Group: G27MAR03-1556



38526-27MAR03/AITEM,CL/HXC004/11-JUN-02/240680/000146677126/2,000.00/U/1224/  
01-APR-03/120/3632827865/MA /

Enclosed are the photocopied items you requested. For further assistance,  
please call 1-800-869-3557. (1-800-TO-WELLS) A separate fee for this  
service, as described in your account disclosure agreement, has been  
subtracted from your account.

Thank you for banking with Wells Fargo - your Anytime Anywhere Bank.

EMISSION CONTROLS CORP  
3150 SW 42ND AVE  
PALM CITY FL 34990-5557

Group: G27MAR03-1556

## ECC - Emission Controls Corp

## General Ledger

For the Period From Apr 1, 2002 to Apr 30, 2002

Filter Criteria includes: Report order is by ID. Report is printed with Truncated Transaction Descriptions and in Detail Format.

Account ID Account Description	Date	Reference	Jrnl	Trans Description	Debit Amt	Credit Amt	Balance
1307 (cont.)	4/30/02			Ending Balance			100,000.00
1308	4/1/02			Beginning Balance			
Hydrogen Technology	4/9/02	Purchase	GENJ	Purchase HT/Contract of 4/9/0	4,860,000.00		
	4/30/02			Current Period Change	4,860,000.00		4,860,000.00
				Ending Balance			4,860,000.00
1410	4/1/02			Beginning Balance			
Deposits	4/15/02	041502	PJ	T.A. Altman Rentals - Deposit	2,226.00		
	4/30/02			Current Period Change	2,226.00		2,226.00
				Ending Balance			2,226.00
2001	4/1/02			Beginning Balance			-259,677.00
Accounts Payable - Trade	4/1/02	040102	PJ	Global Systems Corp		2,500.00	
	4/1/02	040102	PJ	Interstate Transfer Company		94.00	
	4/1/02	1175	CDJ	Global Systems Corp - Invoice	2,500.00		
	4/2/02	SC040202	PJ	Wells Fargo		25.50	
	4/2/02	SC	CDJ	Wells Fargo - Invoice: SC040	25.50		
	4/3/02	WF Ck1177	PJ	Jimmy L. Mitchell		2,000.00	
	4/3/02	SC0403	PJ	Wells Fargo		30.00	
	4/3/02	WFWT0403	PJ	Syd Cooke		9,750.00	
	4/3/02	1177	CDJ	Jimmy L. Mitchell - Invoice:	2,000.00		
	4/3/02	1178	CDJ	Global Systems Corp - Invoice	4,500.00		
	4/3/02	WT	CDJ	Syd Cooke - Invoice: WFWT	9,750.00		
	4/3/02	SC	CDJ	Wells Fargo - Invoice: SC040	30.00		
	4/5/02	SC0405	PJ	Wells Fargo		30.00	
	4/5/02	WT0405	PJ	Joe Newman		5,000.00	
	4/5/02	SC	CDJ	Wells Fargo - Invoice: SC040	30.00		
	4/5/02	WT	CDJ	Joe Newman - Invoice: WT04	5,000.00		
	4/6/02	040602	PJ	Bank of America Credit Card		306.28	
	4/6/02	040602	PJ	Robert M. Koeller, Esq.		1,060.00	
	4/6/02	1179	CDJ	Bank of America Credit Card	306.28		
	4/6/02	1180	CDJ	Robert M. Koeller, Esq. - Invo	1,060.00		
	4/8/02	SC0408	PJ	Wells Fargo		30.00	
	4/8/02	WFWT0408	PJ	Mike Iavarone		10,000.00	
	4/8/02	SC	CDJ	Wells Fargo - Invoice: SC040	30.00		
	4/8/02	WT	CDJ	Mike Iavarone - Invoice: WF	10,000.00		
	4/9/02	040902	PJ	Verizon		45.23	
	4/9/02	1181	CDJ	Verizon - Invoice: 040902	45.23		
	4/10/02	WF Ck1178	PJ	Global Systems Corp		4,500.00	
	4/10/02	SC0410	PJ	Wells Fargo		30.00	
	4/10/02	WT0410	PJ	Black Gold Fuel Mgt System		100,000.00	
	4/10/02	WT	CDJ	Black Gold Fuel Mgt System -	100,000.00		
	4/10/02	1176	CDJ	Interstate Transfer Company -	94.00		
	4/10/02	SC	CDJ	Wells Fargo - Invoice: SC041	30.00		
	4/15/02	WF Ck1182	PJ	Fairways at Grand Harbor		540.00	
	4/15/02	041502	PJ	T.A. Altman Rentals		4,452.00	
	4/15/02	1183	CDJ	T.A. Altman Rentals - Invoice:	4,452.00		
	4/15/02	1182	CDJ	Fairways at Grand Harbor - In	540.00		
	4/15/02	041502	PJ	Fairways at Grand Harbor		540.00	
	4/15/02	1184	CDJ	Fairways at Grand Harbor - In	540.00		
	4/19/02	WFDC4109	PJ	Jimmy L. Mitchell		24.13	
	4/19/02	041902	PJ	Economy Storage		2,538.33	
	4/19/02	041902	PJ	Global Systems Corp		1,960.00	
	4/19/02	041902	PJ	ATT Wireless		447.59	
	4/19/02	041902	PJ	Sprint		36.35	
	4/19/02	1187	CDJ	ATT Wireless - Invoice: 0419	447.59		
	4/19/02	1185	CDJ	Economy Storage - Invoice: 0	2,538.33		
	4/19/02	1186	CDJ	Global Systems Corp - Invoice	1,960.00		
	4/19/02	1188	CDJ	Sprint - Invoice: 041902	36.35		
	4/19/02	POS	CDJ	Jimmy L. Mitchell - Invoice:	24.13		
	4/25/02	SC0425	PJ	Wells Fargo		10.00	
	4/25/02	042502	PJ	Syd Cooke		5,960.00	

## ECC - Emission Controls Corp

## General Ledger

For the Period From Apr 1, 2002 to Apr 30, 2002

Filter Criteria includes: Report order is by ID. Report is printed with Truncated Transaction Descriptions and in Detail Format.

Account ID Account Description	Date	Reference	Jrnl	Trans Description	Debit Amt	Credit Amt	Balance
2001 (cont.)	4/25/02	042502	PJ	Global Systems Corp		2,500.00	
	4/25/02	1189	CDJ	Syd Cooke - Invoice: 042502	5,960.00		
	4/25/02	1190	CDJ	Global Systems Corp - Invoice	2,500.00		
	4/25/02	SC	CDJ	Wells Fargo - Invoice: SC042	10.00		
	4/26/02	SC0426	PJ	Wells Fargo		30.00	
	4/26/02	WFWT0426	PJ	Mike Iavarone		10,000.00	
	4/26/02	042602	PJ	Jimmy L. Mitchell		85.86	
	4/26/02	042602 WF	PJ	Jimmy L. Mitchell		1,500.00	
	4/26/02	1191	CDJ	Jimmy L. Mitchell - Invoice: 0	85.86		
	4/26/02	1192	CDJ	Jimmy L. Mitchell - Invoice: 0	1,500.00		
	4/26/02	SC	CDJ	Wells Fargo - Invoice: SC042	30.00		
	4/26/02	WT	CDJ	Mike Iavarone - Invoice: WF	10,000.00		
				Current Period Change	166,025.27	166,025.27	
	4/30/02			Ending Balance			-259,677.00
2050	4/1/02			Beginning Balance			-1,000.00
Deposit on Stock Purchase	4/30/02			Ending Balance			-1,000.00
2051	4/1/02			Beginning Balance			-90,000.00
Deposit on Stock Purchase	4/30/02			Ending Balance			-90,000.00
2201	4/1/02			Beginning Balance			-250,000.00
Note Payable - TransGlobe	4/30/02			Ending Balance			-250,000.00
3010	4/1/02			Beginning Balance			-67.00
Common Stock - A	4/30/02			Ending Balance			-67.00
3017	4/1/02			Beginning Balance			-6,000.00
Common Stock - A -- New	4/2/02	WFWT0402	SJ	Michael Iavarone - Sold 150,0		4,500.00	
	4/9/02	Purchase	GENJ	Purchase HT/Contract of 4/9/0		18,000.00	
	4/25/02	WFWT0425	SJ	Mr/Mrs Malcolm D. Coster -		6,000.00	
				Current Period Change		28,500.00	
	4/30/02			Ending Balance			-28,500.00
							-34,500.00
3019	4/1/02			Beginning Balance			-14,000.00
Paid in Capital -- New	4/2/02	WFWT0402	SJ	Michael Iavarone - Premium		145,500.00	
	4/9/02	Purchase	GENJ	Purchase HT/Contract of 4/9/0		4,842,000.00	
	4/25/02	WFWT0425	SJ	Mr/Mrs Malcolm D. Coster -		194,000.00	
				Current Period Change		5,181,500.00	
	4/30/02			Ending Balance			-5,181,500.00
							-5,195,500.00
3021	4/1/02			Beginning Balance			-937,333.00
Paid in Capital	4/30/02			Ending Balance			-937,333.00
3030	4/1/02			Beginning Balance			80,257.84
Common Stock Subscripti	4/30/02			Ending Balance			80,257.84
3100	4/1/02			Beginning Balance			1,410,635.67
Retained Earnings	4/30/02			Ending Balance			1,410,635.67

**EMISSION CONTROLS CORP.**

**CONSOLIDATED FINANCIAL STATEMENTS**

**YEARS ENDED DECEMBER 31, 2002 AND 2001**



**KABANI & COMPANY, INC.**

**CERTIFIED PUBLIC ACCOUNTANTS & CONSULTANTS**

**EMISSION CONTROLS CORP.**  
**(FORMERLY, ALLIANCE BROADCASTING GROUP, INC.)**  
**(A DEVELOPMENT STAGE COMPANY)**  
**NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS**

**Property and Equipment**

Property and equipment are stated at cost. Expenditures for repairs and maintenance are charged to expense as incurred. Upon sale, retirement, or other disposition, the cost and related accumulated depreciation are removed from the accounts and any resulting gain or loss is reflected in operations for the period. The Company depreciates property and equipment using the straight-line method over their estimated useful lives ranging from three to five years.

The Company accounts for impairments of long-lived assets and long-lived assets to be disposed of in accordance with Statement of Financial Accounting Standards ("SFAS") No. 121, "Accounting for the Impairment of Long-Lived Assets and for Long-Lived Assets To Be Disposed Of." This standard requires that long-lived assets and certain intangible assets be reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable through future cash flows from the use and disposition of the asset. An impairment loss recognized on assets to be held and used is measured as the amount by which the carrying amount of the asset exceeds the fair value of the asset. Assets held for sale are reported at the lower of carrying amount or fair value less cost to sell.

**Intangibles**

In September 1997, ECC acquired certain patent rights for apparatus and method for supplying fuel to internal combustion engines, in exchange for 4,000,000 shares of common stock and a promissory note for \$10,000,000 with interest rate of 8%. In the same year, this patent was returned and the promissory note and the accumulated interest were cancelled. The issuance of shares was recorded at no value since ECC had just started and did not have any significant asset or operation.

In October 2001, the ECC purchased a patent from TransGlobal Technologies in exchange for a promissory note of \$250,000. The note is unsecured and bears an interest rate of 6% per year. TransGlobal is a related company, related through a common officer. This patent was written off as impairment of intangible assets on December 31, 2001.

In December 2002, the Company purchased a patent for fuel economizer for \$25,000 and in April 2002, the ECC entered in to a license agreement for fuel management system for \$200,000 and purchased a certain technology from an individual by issuing 600,000 shares of the Company's common stock valued at \$540,000.

During the year 2002, the Company recorded \$50,796 for enhancement cost of the technology.

**Revenue recognition**

The Company's revenue recognition policies are in compliance with Staff Accounting Bulletin (SAB) 101. Revenue will be recognized when merchandise will be shipped to a customer. Generally, the Company will extend credit to its customers/clients and would not require collateral. The Company will perform on-going credit evaluations of its customers/clients. The Company has not earned revenues since its inception.

**EMISSION CONTROLS CORP.**  
**(FORMERLY, ALLIANCE BROADCASTING GROUP, INC.)**  
**(A DEVELOPMENT STAGE COMPANY)**  
**NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS**

**4. PROPERTY AND EQUIPMENT**

Property and equipment consist of the following at December 31, 2002 and 2001:

	<u>2002</u>	<u>2001</u>
Furniture and computer equipment	\$ 3,624	\$11,244
Computer & Software	11,516	-
Shop/Lab equipment	47,187	-
Vehicles	43,128	-
Less: Accumulated depreciation and amortization	<u>(23,626)</u>	<u>(4,944)</u>
	<u>\$ 81,829</u>	<u>\$ 6,300</u>

**5. INTANGIBLES**

In December 2002, the Company purchased a patent for fuel economizer for \$25,000.

On April 9, 2002, the Company entered in to a license agreement for fuel management system for \$200,000 and purchased a certain technology from an individual by issuing 600,000 shares of the Company's common stock valued at \$540,000 and to pay 3% royalty of gross sales of each manufactured apparatus shipped to customers and 3% markup over cost of manufacturing on all replacement parts manufactured for the Company by seller.

During the year 2002, the Company recorded \$50,796 for enhancement cost of the technology.

These intangible assets are amortized over 5 years. The amortization of these intangible assets for the year ended December 31, 2002 was \$111,161.

**6. ACCOUNTS PAYABLE AND ACCRUED EXPENSES**

Accounts payable and accrued expenses consist of the following:

	<u>2002</u>	<u>2001</u>
Accounts payable-trade	\$210,327	\$252,176
Deposit on stock purchase	1,000	1,000
Accrued expense-litigation	331,605	-
Accrued interest	13,513	7,500
Other accrued expenses	<u>11,235</u>	<u>-</u>
	<u>\$567,680</u>	<u>\$260,676</u>



**EMISSION CONTROLS CORP.**  
**(FORMERLY, ALLIANCE BROADCASTING GROUP, INC.)**  
**(A DEVELOPMENT STAGE COMPANY)**  
**NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS**

**7. NOTES PAYABLE**

The Company has a note payable related to purchase of patents in the amounts of \$250,000 as of December 31, 2002 and 2001 (Note 2). The note is unsecured and bears an interest rate of 6% per year. The interest for the year ended December 31, 2002 and 2001 amounted to \$15,000 and \$7,500, respectively. The note matures on June 30, 2005.

**8. STOCKHOLDERS' DEFICIT**

**Common Stock Class A:**

During the year ended December 31, 2001, 63,700 shares were issued for cash amounting \$29,350. In addition, 450,000 shares were issued for a subscription amounting \$150,000. The Company received \$69,742 by December 31, 2001 and remaining amount of \$80,258 was recorded as subscription receivable.

During the year ended December 31, 2002, the following stock transactions were recorded after the effect of 1:4 forward splits on July 16, 2002 and December 4, 2002;

Per merger agreement with ECC, the Company effected 300:1 reverse split on February 15, 2002 which resulted the balance of 1,067,312 shares and issued 64,000,000 shares to ECC shareholders and options to purchase 20,000,000 shares at \$.01 per share, 16,000,000 shares at \$.20 per share and 3,200,000 shares at \$.50 to ABG shareholders. All of these shares were issued.

10,404,504 shares were issued for cash amounting \$1,110,450.

5,200,000 shares were issued for compensation amounting \$292,500.

400,000 shares were issued for director's fees for \$788,000, but these shares are to be cancelled based on board resolution.

9,600,000 shares were issued for purchase of an intangible asset amounting \$540,000.

1,337,136 shares were issued for subscription amounting \$41,784.

32,000 shares were issued for development cost amounting \$2,000.

10,800,000 shares were issued to an officer, but these shares are to be cancelled.

1,200,000 shares were issued to be held in an escrow account.

The value of the shares was based on the cash purchase price of the closest date to the transaction date.

The Company received cash of \$383,157 for 1,670,113 shares to be issued as of December 31, 2002.

**Common Stock Class B:**

During the year 2002, the Company issued total of 8,000,000 shares of Class B common stock to an officer of the Company and recorded at par value of \$.0005 per share amounting \$4,000. The holder of Class B common stock is entitled to 10 votes for each share held. The Class B common stock is not convertible into Class A common stock.

## ECC - Emission Controls Corp

## Vendor Ledgers

For the Period From Jan 1, 2002 to Oct 31, 2003

Filter Criteria includes: 1) IDs from BLACK to BLACK. Report order is by ID.

Vendor ID Vendor	Date	Trans No	Type	Paid	Debit Amt	Credit Amt	Balance
BLACK	4/10/02	WT0410	PJ	*		100,000.00	100,000.00
Black Gold Fuel Mgt System	4/10/02	WT	CDJ		100,000.00		0.00
	5/13/02	WT0513	PJ	*		59,685.68	59,685.68
	5/13/02	WT	CDJ		59,685.68		0.00
	6/3/02	053002	PJ	*		7,640.37	7,640.37 X
	6/3/02	1215	CDJ		7,640.37		0.00
	6/19/02	061902	PJ	*		264.28	264.28 X
	6/19/02	1231	CDJ		264.28		0.00
	6/21/02	062102	PJ	*		2,000.00	2,000.00 ✓
	6/21/02	1232	CDJ		2,000.00		0.00
	6/24/02	062402	PJ	*		50,000.00	50,000.00
	6/24/02	1236	CDJ		50,000.00		0.00
	6/25/02	062502	PJ	*		2,512.16	2,512.16 X
	6/25/02	1247	CDJ		2,512.16		0.00
	6/26/02	062602	PJ	*		2,000.00	2,000.00 ✓
	6/26/02	1251	CDJ		2,000.00		0.00
	6/30/02	063002	PJ	*		835.52	835.52 X
	6/30/02	1257	CDJ		835.52		0.00
	7/8/02	070802	PJ	*		8,348.00	8,348.00 X
	7/8/02	1268	CDJ		8,348.00		0.00
	7/15/02	071502	PJ	*		1,965.54	1,965.54 X
	7/15/02	1274	CDJ		1,965.54		0.00
	7/15/02	1273	CDJ		8,000.00		-8,000.00
	7/18/02	Consult0718	PJ	*		8,000.00	0.00
	7/18/02	071802	PJ	*		545.43	545.43 X
	7/18/02	1283	CDJ		545.43		0.00
	7/22/02	072202	PJ	*		1,914.44	1,914.44 X
	7/22/02	1289	CDJ		1,914.44		0.00
	7/29/02	072902	PJ	*		1,663.91	1,663.91 X
	7/29/02	1301	CDJ		1,663.91		0.00
	8/5/02	080502	PJ	*		90.65	90.65 X
	8/5/02	1008	CDJ		90.65		0.00
	8/10/02	Consult0810	PJ	*		8,000.00	8,000.00 ✓
	8/13/02	081202	PJ	*		5,282.10 X	13,282.10
	8/13/02	1018	CDJ		13,282.10		0.00
	8/19/02	081902	PJ	*		210.13	210.13 X
	8/19/02	1029	CDJ		210.13		0.00
	8/22/02	082202	PJ	*		1,422.87	1,422.87 X
	8/22/02	1033	CDJ		1,422.87		0.00
	8/26/02	082602	PJ	*		988.01	988.01 X
	8/26/02	1037	CDJ		988.01		0.00
	9/3/02	090302	PJ	*		1,046.60	1,046.60 X
	9/4/02	1047	CDJ		1,046.60		0.00
	9/9/02	090902	PJ	*		280.34	280.34 X
	9/9/02	1051	CDJ		280.34		0.00
	9/10/02	Consult0910	PJ	*		8,000.00	8,000.00 ✓
	9/13/02	1058	CDJ		8,000.00		0.00
	9/16/02	091602	PJ	*		846.45	846.45 X
	9/16/02	1061	CDJ		846.45		0.00
	9/23/02	092302	PJ	*		2,062.20	2,062.20 X
	9/23/02	1073	CDJ		2,062.20		0.00
	9/30/02	093002	PJ	*		253.58	253.58 X
	9/30/02	1085	CDJ		253.58		0.00
	10/7/02	100702	PJ	*		67.62	67.62 X
	10/7/02	1312	CDJ		67.62		0.00
	10/10/02	Consult1010	PJ	*		8,000.00	8,000.00 ✓
	10/14/02	101402	PJ	*		708.97 X	8,708.97
	10/14/02	1319	CDJ		8,000.00		708.97
	10/14/02	1094	CDJ		708.97		0.00
	10/21/02	102102	PJ	*		286.37	286.37 X
	10/22/02	1005	CDJ		286.37		0.00
	10/28/02	102802	PJ	*		953.17	953.17 X
	10/28/02	1018	CDJ		953.17		0.00
	10/29/02	Consult1029	PJ	*		4,000.00	4,000.00 ✓
	10/29/02	110102	PJ	*		16,000.00	20,000.00
	10/29/02	Consult1108	PJ	*		8,000.00	28,000.00 ✓

## ECC - Emission Controls Corp

## Vendor Ledgers

For the Period From Jan 1, 2002 to Oct 31, 2003

Filter Criteria includes: 1) IDs from BLACK to BLACK. Report order is by ID.

Vendor ID Vendor	Date	Trans No	Type	Paid	Debit Amt	Credit Amt	Balance
	10/29/02	1026	CDJ		16,000.00		12,000.00
	10/29/02	1027	CDJ		8,000.00		4,000.00
	10/29/02	1020	CDJ		4,000.00		0.00
	11/11/02	111102	PJ	*		260.08	260.08 X
	11/11/02	1030	CDJ		260.08		0.00
	11/15/02	Consult1115	PJ	*		2,000.00	2,000.00 ✓
	11/15/02	1044	CDJ		2,000.00		0.00
	11/18/02	111802	PJ	*		581.88	581.88 X
	11/18/02	1099	CDJ		581.88		0.00
	11/22/02	Consult1122	PJ	*		2,000.00	2,000.00 ✓
	11/22/02	1102	CDJ		2,000.00		0.00
	11/25/02	120102	PJ	*		16,000.00	16,000.00
	11/25/02	112502	PJ	*		403.81 X	16,403.81
	11/25/02	1104	CDJ		403.81		16,000.00
	11/29/02	Consult1129	PJ	*		2,000.00	18,000.00 ✓
	11/29/02	1107	CDJ		2,000.00		16,000.00
	12/2/02	120202	PJ	*		707.83	16,707.83
	12/2/02	1113	CDJ		16,000.00		707.83
	12/2/02	1116	CDJ		707.83		0.00
	12/6/02	Consult1206	PJ	*		2,000.00	2,000.00 ✓
	12/6/02	1126	CDJ		2,000.00		0.00
	12/9/02	120902	PJ	*		771.63 X	771.63 X
	12/10/02	1130	CDJ		771.63		0.00
	12/13/02	Consult1213	PJ	*		2,000.00	2,000.00 ✓
	12/13/02	Economizer	PJ	*		25,000.00	27,000.00
	12/13/02	1142	CDJ		2,000.00		25,000.00
	12/13/02	1147	CDJ		25,000.00		0.00
	12/16/02	121602	PJ	*		633.25	633.25 X
	12/16/02	1151	CDJ		633.25		0.00
	12/19/02	1153	CDJ		2,000.00		-2,000.00
	12/20/02	Consult1220	PJ	*		2,000.00	0.00
	12/27/02	Consult1227	PJ	*		2,000.00	2,000.00 ✓
	12/27/02	1162	CDJ		2,000.00		0.00
	12/30/02	123002	PJ	*		5,525.10	5,525.10 X
	12/30/02	1167	CDJ		5,525.10		0.00
	1/3/03	BOACK1178	PJ	*		16,000.00	16,000.00
	1/3/03	BOACK 1179	PJ	*		2,000.00	18,000.00 ✓
	1/3/03	1178	CDJ		16,000.00		2,000.00
	1/3/03	1179	CDJ		2,000.00		0.00
	1/6/03	BOACK 1181	PJ	*		239.02	239.02 X
	1/6/03	1181	CDJ		239.02		0.00
	1/11/03	BOACK 1182	PJ	*		2,000.00	2,000.00 ✓
	1/11/03	1182	CDJ		2,000.00		0.00
	1/13/03	BOACK 1187	PJ	*		359.40	359.40 X
	1/13/03	1187	CDJ		359.40		0.00
	1/17/03	BOACK 1203	PJ	*		2,000.00	2,000.00 ✓
	1/17/03	1203	CDJ		2,000.00		0.00
	1/23/03	BOACK 1210	PJ	*		1,150.23	1,150.23 X
	1/23/03	1210	CDJ		1,150.23		0.00
	1/24/03	BOACK 1211	PJ	*		2,000.00	2,000.00 ✓
	1/24/03	1211	CDJ		2,000.00		0.00
	1/27/03	BOACK 1215	PJ	*		149.53	149.53 X
	1/27/03	1215	CDJ		149.53		0.00
	1/30/03	BOACK 1220	PJ	*		4,801.88	4,801.88 X
	1/30/03	BOACK 1223	PJ	*		16,000.00	20,801.88
	1/30/03	BOACK 1224	PJ	*		2,000.00	22,801.88 ✓
	1/30/03	1220	CDJ		4,801.88		18,000.00
	1/30/03	1223	CDJ		16,000.00		2,000.00
	1/30/03	1224	CDJ		2,000.00		0.00
	2/4/03	BOACK 1229	PJ	*		495.44	495.44 X
	2/4/03	1229	CDJ		495.44		0.00
	2/7/03	BOACK 1237	PJ	*		2,000.00	2,000.00 ✓
	2/7/03	1237	CDJ		2,000.00		0.00
	2/10/03	BOACK 1242	PJ	*		593.36	593.36 X
	2/10/03	1242	CDJ		593.36		0.00
	2/13/03	BOACK 1247	PJ	*		2,000.00	2,000.00 ✓

## ECC - Emission Controls Corp

## Vendor Ledgers

For the Period From Jan 1, 2002 to Oct 31, 2003

Filter Criteria includes: 1) IDs from BLACK to BLACK. Report order is by ID.

Vendor ID Vendor	Date	Trans No	Type	Paid	Debit Amt	Credit Amt	Balance
	2/13/03	1247	CDJ		2,000.00		0.00
	2/17/03	BOACK 1253	PJ	*		248.68	248.68 X
	2/17/03	1254	CDJ		248.68		0.00
	2/20/03	BOACK 1259	PJ	*		2,000.00	2,000.00 ✓
	2/20/03	1259	CDJ		2,000.00		0.00
	2/24/03	BOACK 1263	PJ	*		905.13	905.13 X
	2/24/03	1263	CDJ		905.13		0.00
	2/27/03	BOACK 1266	PJ	*		2,000.00	2,000.00 ✓
	2/27/03	BOACK 1271	PJ	*		16,000.00	18,000.00
	2/27/03	1266	CDJ		2,000.00		16,000.00
	2/27/03	1271	CDJ		16,000.00		0.00
	3/4/03	BOACK 1273	PJ	*		320.54	320.54 X
	3/4/03	1273	CDJ		320.54		0.00
	3/6/03	BOACK 1286	PJ	*		2,000.00	2,000.00 ✓
	3/6/03	1286	CDJ		2,000.00		0.00
	3/10/03	BOACK 1289	PJ	*		282.32	282.32 X
	3/10/03	1289	CDJ		282.32		0.00
	3/13/03	BOACK 1290	PJ	*		2,000.00	2,000.00 ✓
	3/13/03	1290	CDJ		2,000.00		0.00
	3/17/03	BOACK 1297	PJ	*		1,308.06	1,308.06 X
	3/17/03	1297	CDJ		1,308.06		0.00
	3/19/03	BOACK 1301	PJ	*		2,000.00	2,000.00 ✓
	3/19/03	1301	CDJ		2,000.00		0.00
	3/25/03	BOACK 1309	PJ	*		874.64	874.64 X
	3/25/03	1309	CDJ		874.64		0.00
	3/28/03	BOACK 1315	PJ	*		2,000.00	2,000.00 ✓
	3/28/03	BOACK 1317	PJ	*		16,000.00	18,000.00
	3/28/03	1315	CDJ		2,000.00		16,000.00
	3/28/03	1317	CDJ		16,000.00		0.00
	4/2/03	BOACK 1321	PJ	*		2,000.00	2,000.00 ✓
	4/2/03	1321	CDJ		2,000.00		0.00
	4/7/03	BOACK 1328	PJ	*		950.71	950.71 X
	4/7/03	1328	CDJ		950.71		0.00
	4/10/03	BOACK 1338	PJ	*		2,000.00	2,000.00 ✓
	4/10/03	1338	CDJ		2,000.00		0.00
	4/15/03	BOACK 1344	PJ	*		1,263.02	1,263.02 X
	4/15/03	1344	CDJ		1,263.02		0.00
	4/17/03	BOACK 1345	PJ	*		2,000.00	2,000.00 ✓
	4/17/03	1345	CDJ		2,000.00		0.00
	4/22/03	BOACK 1346	PJ	*		1,040.11	1,040.11 X
	4/22/03	1346	CDJ		1,040.11		0.00
	4/24/03	BOACK 1348	PJ	*		2,000.00	2,000.00 ✓
	4/24/03	1348	CDJ		2,000.00		0.00
	4/30/03	BOACK 1356	PJ	*		1,644.12	1,644.12 X
	4/30/03	1356	CDJ		1,644.12		0.00
	5/1/03	BOACK 1360	PJ	*		16,000.00	16,000.00
	5/1/03	BOACK 1361	PJ	*		2,000.00	18,000.00
	5/1/03	1360	CDJ		16,000.00		2,000.00 ✓
	5/1/03	1361	CDJ		2,000.00		0.00
	5/8/03	BOACK 1373	PJ	*		1,740.88	1,740.88 X
	5/8/03	BOACK 1375	PJ	*		2,000.00	3,740.88 ✓
	5/8/03	1373	CDJ		1,740.88		2,000.00 ✓
	5/8/03	1375	CDJ		2,000.00		0.00
	5/15/03	BOACK 1382	PJ	*		2,000.00	2,000.00 ✓
	5/15/03	1382	CDJ		2,000.00		0.00
	5/19/03	BOACK 1389	PJ	*		1,103.20	1,103.20 X
	5/19/03	1389	CDJ		1,103.20		0.00
	5/21/03	BOACK 1391	PJ	*		2,000.00	2,000.00 ✓
	5/21/03	1391	CDJ		2,000.00		0.00
	5/28/03	BOACK 1396	PJ	*		18,000.00	18,000.00
	5/28/03	1396	CDJ		18,000.00		0.00
	6/2/03	BOACK 1400	PJ	*		600.48	600.48 X
	6/2/03	1400	CDJ		600.48		0.00
	6/4/03	BOACK 1410	PJ	*		2,000.00	2,000.00 ✓
	6/4/03	1410	CDJ		2,000.00		0.00
	6/11/03	BOACK 1416	PJ	*		1,598.90	1,598.90 X

## ECC - Emission Controls Corp

## Vendor Ledgers

For the Period From Jan 1, 2002 to Oct 31, 2003

Filter Criteria includes: 1) IDs from BLACK to BLACK. Report order is by ID.

Vendor ID Vendor	Date	Trans No	Type	Paid	Debit Amt	Credit Amt	Balance
	6/11/03	BOACK 1422	PJ	*		2,000.00	3,598.90 ✓
	6/11/03	1416	CDJ		1,598.90		2,000.00 ✓
	6/11/03	1422	CDJ		2,000.00		0.00
	6/16/03	BOACK 1424	PJ	*		186.48	186.48 X
	6/16/03	1424	CDJ		186.48		0.00
	6/19/03	BOACK 1426	PJ	*		2,000.00	2,000.00 ✓
	6/19/03	1426	CDJ		2,000.00		0.00
	6/25/03	BOACK 1436	PJ	*		2,292.60 X	2,292.60 ✓
	6/25/03	1436	CDJ		2,292.60		0.00
	6/30/03	BOACK 1440	PJ	*		441.45	441.45 X
	6/30/03	WFCK 1059	PJ	*		16,000.00	16,441.45
	6/30/03	1440	CDJ		441.45		16,000.00
	6/30/03	1059	CDJ		16,000.00		0.00
	7/2/03	BOACK 1445	PJ	*		2,000.00	2,000.00 ✓
	7/2/03	1445	CDJ		2,000.00		0.00
	7/9/03	BOACK 1451	PJ	*		2,430.76 X	2,430.76 ✓
	7/9/03	1451	CDJ		2,430.76		0.00
	7/16/03	BOACK 1460	PJ	*		1,180.72	1,180.72 X
	7/16/03	1460	CDJ		1,180.72		0.00
	7/17/03	BOACK 1461	PJ	*		2,000.00	2,000.00 ✓
	7/17/03	1461	CDJ		2,000.00		0.00
	7/24/03	BOACK 1462	PJ	*		2,000.00	2,000.00 ✓
	7/24/03	1462	CDJ		2,000.00		0.00
	7/28/03	07/28/03	PJ	*		954.42	954.42
	7/28/03	1472	CDJ		954.42		0.00
	8/1/03	BOACK 1478	PJ	*		18,943.20 X	18,943.20 ✓
	8/1/03	1478	CDJ		18,943.20		0.00
	8/8/03	BOACK 1489	PJ	*		2,746.56 X	2,746.56 ✓
	8/8/03	1489	CDJ		2,746.56		0.00
	8/12/03	BOACK 1496	PJ	*		763.38	763.38 X
	8/12/03	1496	CDJ		763.38		0.00
	8/14/03	BOACK 1498	PJ	*		2,000.00	2,000.00 ✓
	8/14/03	1498	CDJ		2,000.00		0.00
	8/22/03	BOACK 1504	PJ	*		2,000.00	2,000.00 ✓
	8/22/03	1504	CDJ		2,000.00		0.00
	8/25/03	BOACK 1508	PJ	*		465.80	465.80 X
	8/25/03	1508	CDJ		465.80		0.00
	8/29/03	BOACK 1510	PJ	*		2,000.00	2,000.00 ✓
	8/29/03	1510	CDJ		2,000.00		0.00
	9/2/03	WFCK 1077	PJ	*		16,000.00	16,000.00
	9/2/03	1077	CDJ		16,000.00		0.00
	9/5/03	WFCK 1084	PJ	*		2,217.67 X	2,217.67 ✓
	9/5/03	1084	CDJ		2,217.67		0.00
	9/9/03	WFCK 1086	PJ	*		874.87	874.87 X
	9/9/03	1086	CDJ		874.87		0.00
	9/10/03	WFCK 1092	PJ	*		2,675.13 X	2,675.13 ✓
	9/10/03	1092	CDJ		2,675.13		0.00
	9/19/03	WFCK 1100	PJ	*		2,000.00	2,000.00 ✓
	9/19/03	1100	CDJ		2,000.00		0.00
	10/6/03	WFCK 1114	PJ	*		2,000.00	2,000.00 ✓
	10/6/03	1114	CDJ		2,000.00		0.00
	10/6/03	WFCK 1116	PJ	*		2,000.00	2,000.00 ✓
	10/6/03	1116	CDJ		2,000.00		0.00
	10/10/03	WFCK 1130	PJ	*		3,462.88 X	3,462.88 ✓
	10/10/03	1130	CDJ		3,462.88		0.00

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
WFCk 1077	Loan Payment	9/2/03	16,000.00		16,000.00
CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT	
9/2/03	1077	Black Gold Fuel Mgt System		\$16,000.00	

Vendor ID: BLACK

Vendor Name: Black Gold Fuel Mgt Syst

1059

Invoice No.	Date	Invoice Amount	Amount Paid	Discounts Taken	Credits Taken	Net Amount
07/01/03	06/30/03	16000.00	16000.00	0.00	0.00	16000.00
Net Check Amount						16000.00

Black Gold 5-03  
\$ 16,000.00 Loan

2



Vendor ID:BLACK

Vendor Name: Black G Id Fu I Mgt Syst

1317

Invoice No.	Date	Invoice Amount	Amount Paid	Discounts Taken	Credits Taken	Net Amount
03/28/03	03/28/03	16000.00	16000.00	0.00	0.00	16000.00
Net Check Amount						16000.00



Vendor ID:BLACK

Vendor Name: **Black Gold Fuel Mgt Syst**

1271

Invoice No.	Date	Invoice Amount	Amount Paid	Discounts Taken	Credits Taken	Net Amount
03/01/03	02/27/03	16000.00	16000.00	0.00	0.00	16000.00
Net Check Amount						16000.00

Vendor ID:BLACK

Vendor Name:Black G Id Fuel Mgt Syst

1223

Invoice No.	Date	Invoice Amount	Amount Paid	Discounts Taken	Credits Taken	Net Amount
MONJAN	01/25/03	16000.00	16000.00	0.00	0.00	16000.00
					Net Check Amount	16000.00

Black Gold Fuel Mgmt  
Loan  
1/3/03  
\$16,000.00

EMISSION CONTROLS CORP

1178

Handwritten

POSTED

Vendor ID:BLACK

Vendor Name: Black Gold Fuel Mgt Syst

1113

Invoice No.	Date	Invoice Amount	Amount Paid	Discounts Taken	Credits Taken	Net Amount
MONNOV	11/25/02	16000.00	16000.00	0.00	0.00	16000.00
Net Check Amount						16000.00

EMISSION CONTROLS CORP  
 1775 465 155  
 P.O. BOX 247  
 FORT MEADE FL 34950-0247

WELLS FARGO BANK NORTHWEST, N.A.  
 SEATTLE, WA 98104  
 18-054-1250

1026

10/29/02 \$ 16,000.00

Black Gold Fuel Mgt Syst  
 P.O. Box 247  
 Fort Meade FL 34974

SIXTEEN THOUSAND & 00/100 DOLLARS

MEMO Nov 2002

00001026 12500854743632827865 00001600000

PAY TO THE ORDER OF  
 BANK OF AMERICA  
 FT. LAUDERDALE FL 33303  
 FOR DEPOSIT ONLY  
 BLACK GOLD FUEL  
 MANAGEMENT SYSTEMS  
 00001026

00001026

00001026

00001026

38340-27MAR03/AITEM,CL/JLV002/01-NOV-02/240680/000443205610/16,000.00//1026/  
 01-APR-03/120/3632827865/MA /

Enclosed are the photocopied items you requested. For further assistance,  
 please call 1-800-869-3557. (1-800-TO-WELLS) A separate fee for this  
 service, as described in your account disclosure agreement, has been  
 subtracted from your account.  
 Thank you for banking with Wells Fargo - your Anytime Anywhere Bank.

EMISSION CONTROLS CORP  
 3150 SW 42ND AVE  
 PALM CITY FL 34990-5557

Group: G27MAR03-1556

# **LICENSE AGREEMENT**

**AGREEMENT MADE** this 9 day of April, 2002 between **Michael C. Shetley**, an individual residing at Route 6, Box 845, Okeechobee, Florida 34974; herein referred to as "**Licensor**", and **Emission Controls Corp**, a corporation organized under the laws of the State of Delaware, having its principal place of business at 9042 Shearwater Road, Blaine, WA 98230, herein referred to as "**Licensee**."

## **RECITALS**

- A. Licensor is the inventor of certain technology disclosed in U.S. Patent 5,336,396, now abandoned, for an invention entitled Waste Oil Management System. The invention is described generally as a Fuel Management System for blending of an alternative fuel such as waste oil with a conventional fuel and the continuous filtration thereof before delivery to fuel injection system of a conventional diesel engine. (hereafter, "FMS").
- B. Licensee is a development stage company engaged in the business of manufacturing and marketing fuel related devices for internal combustion engines of the nature described in Licensor's FMS invention.
- C. Licensor is willing to grant, and Licensee desires to secure, an exclusive license to use, manufacture, sell, and otherwise practice the know-how, technology, trade secrets and improvements not otherwise disclosed to the public, including the right to any patent that issues to the Licensor that embodies said know-how, technology, trade secrets or improvements to FMS.

IN CONSIDERATION of the covenants and obligations hereinafter set forth, the parties agree as follows:

## **SECTION ONE: DEFINITIONS**

In the interpretation of this Agreement, the following definitions shall apply:

- 1.1 "Licensed Technology" means the specific know-how, technology, trade secrets and improvements owned or licensed to Licensor which is related to FMS which Licensor has the right to grant licenses of the scope granted hereunder.
- 1.2 "Hydrocarbon-based Fuels" means any fossil fuel normally termed as from petroleum, in any sense of the word, and which is or may be used in internal combustion engines, whether in a natural, or crude, state, a refined state, a derivative of either - but not gaseous - or an exotic mixture of any derivative thereof.
- 1.3 "Units" and "Device" means each manufactured apparatus which requires, to be created, certain know-how, technology and trade secrets now possessed exclusively by Michael Shetley.

## SECTION TWO: DISCLOSURE AND GRANT OF LICENSE

- 2.1 Licensors hereby grants to Licensee a license to manufacture, use, or sell and otherwise practice the Licensed Technology, in the geographic territory of Mexico.
- 2.2 The scope of the grant includes the cited Licensed Technology for a fuel management system.
- 2.3 The Licensors specifically grants license to Licensee as to the use of the Licensed Technology. Licensee has the right to procure the manufacture of any products by others using the Licensed Technology.
- 2.4 Licensors will provide to Licensee all documentation, test results, patent information, know-how, trade secrets, road test results and any other information that will assist Licensee in the marketing of a product using the Licensed Technology.
- 2.5 Licensors will provide a working prototype of a fuel management system to the requirements and specifications of Licensee upon payment noted in 3.1a of this Agreement.
- 2.6 Breach of the restricted use may infringe upon the rights granted to others and may, at the sole discretion of Licensors, cause Licensee's rights under this Agreement to be terminated.

## SECTION THREE: COMPENSATION FOR LICENSE

As consideration for the granting of license under this Agreement Licensee shall pay both a License Fee and Royalty therefor:

- 3.1 Licensee will pay a Licensing Fee to Licensors within sixty (60) days of execution of this Agreement in the following manner:
  - 4/10 *pd* a. One Hundred Thousand (\$100,000) dollars upon the execution of this Agreement; and
  - 5/13 *sub* b. Fifty Thousand (\$50,000) dollars within thirty (30) days from the execution of this Agreement; and
  - 6/24 *pl* c. Fifty Thousand (\$50,000) dollars within sixty (60) days from the execution of this Agreement.
- 3.2 Option is hereby granted to Licensee to obtain worldwide licensing rights to the technology within twelve (12) months of execution of this Agreement for the total sum of Two Million Eight Hundred Thousand Dollars (\$2,800,000.00). Said option will modify geographics of this Agreement.
- 3.3 Licensee will pay Licensors a Royalty of Ten Percent (10%) of total gross receipts from sales of all products manufactured by Licensee using the Licensed Technology.
- 3.4 Licensee will pay Licensors a Royalty of Three Percent (3%) on all replacement parts sold by Licensee and all Sub-Licensee to their respective customers irrespective of whether Licensors manufactures the replacement parts or whether a Sub-Licensee manufactures the replacement parts. In the event that Licensors manufactures the replacement parts, the Royalty shall be in addition to the actual wholesale cost of the parts, paid by Licensee.



- 3.5 Royalties will be paid to Licensor for the term of this Agreement at his address listed in Section 12.6.
- 3.6 Licensee will pay Royalty payments on the last day of each March, June, September, and December. Said payment shall accompany a detailed report prepared by Licensee pursuant to Section Six herein.

#### SECTION FOUR: USE OF LICENSED TECHNOLOGY

- 4.1 With the prior written approval of Licensor, Licensee has the right to sublicense the right to manufacture, use, practice or sell products using the Licensed Technology in Mexico. Exercising its right to sublicense shall not affect Licensee's rights and conditions granted pursuant to this Agreement.
- 4.2 All sub-licenses will be in writing and on such terms and conditions as Licensee in Licensee's discretion may determine. However, each sub-license must include language consistent with the rights and obligations set forth herein, and may not grant any rights to Sub-Licensee greater than that which is granted to Licensee herein. All sub-licenses shall include a provision to require that Sub-Licensees keep accurate and separate books and records with regard to products produced or sold which use the Licensed Technology and allow Licensor access to inspect Sub-Licensee's books and records. Executed copies of all sub-licenses must be presented to Licensor within 10 days of execution.
- 4.3 Production of any products under a sub-license will be numbered in reporting as Licensee's own production regardless of the Licensee's relationship with any Sub-Licensee.

#### SECTION FIVE: COOPERATION

- 5.1 Licensor will make available to Licensee all information, tests, data, and other material in the possession of the Licensor concerning the subject matter of the Licensed Technology and all inventions derived using the Licensed Technology, and Licensor will assist Licensee in the technical and commercial development of any products based on the Licensed Technology as is within the scope and capability of the Licensor.
- 5.2 Licensor will require Licensee and Sub-Licensee(s) to execute a Secrecy and Non-Disclosure Agreement document which is attached to this Agreement as Exhibit A.
- 5.3 Any improvements relating to the Licensed Technology are hereby included within the scope of this license Agreement.

#### SECTION SIX: REPORTING AND INSPECTION

- 6.1 Licensee shall submit to Licensor detailed reports to include the number of units manufactured at each manufacturing location; the number of units shipped to any assembler, installer, distributor, vendee or end user of every nature; the invoiced shipping price of each shipment; and the name and address to whom shipped or released for payment. Said report will be prepared to include each three (3) month period ending on the last day of

March, June, September and December, subsequent to the date of execution of this Agreement and then continuing through the life of the Agreement. Said report shall be furnished to Licensor with all Royalty payments pursuant to Section Three herein.

- 6.2 Licensee, and all Sub-Licensees, are required to keep accurate books and records reflecting all transactions relating to manufacturing and sales of products based on the Licensed Technology. Said books and records shall be available for inspection by the Licensor, or any representative of the Licensor, during normal business hours when reasonable written notice is given.
- 6.3 It is agreed that production numbers by Licensee and any Sub-Licensee will be aggregated as if the total were Licensee's own for purposes of determining fees payable to Licensor.

#### SECTION SEVEN: LICENSOR'S RESERVATION OF RIGHTS

- 7.1 Licensor reserves all rights to himself for any future non-related patent applications and patents which may issue. Licensee shall receive the benefit of any patents issued during the term of the Agreement that are related to FMS without additional compensation. Nothing in this License Agreement shall be deemed to grant any ownership rights to Licensed Technology.

#### SECTION EIGHT: WARRANTIES AND DEFAULT

- 8.1 Neither party makes any representation, extends any warranties, or assumes any responsibilities whatever with respect to the manufacture, use, sale or other disposition by the other party or its vendees, transferees, or Sub-Licensees of products using the Licensed Technology. Each party hereby agrees that the LICENSED TECHNOLOGY IS PROVIDED TO LICENSEE "AS IS." LICENSOR SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR A LOSS OF PROFITS OR OTHER BENEFITS ARISING OUT OF THIS AGREEMENT, OR OUT OF ANY BREACH HEREOF. LICENSOR MAKES NO WARRANTIES BEYOND THOSE EXPRESSLY CONTAINED HEREIN. ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING THOSE OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY ARE EXCLUDED.
- 8.2 Any suspected breach or default with respect to any of the provisions of this Agreement will be noticed in writing to the offending party within thirty (30) days of suspected breach or default. Should the offender not cure such suspected breach or default within thirty (30) days after notice, the offender shall be deemed in breach or default and this Agreement may be terminated by the injured party.
- 8.3 Licensor warrants that Licensor owns all rights to the Licensed Technology cited, and has the right to grant licenses for manufacture thereunder.

## SECTION NINE: TRANSFERABILITY

9.1 The license granted to Licensee in this Agreement shall be binding on any successor to ownership or control of the licensed marketing rights. The obligation shall run in favor of any successor of Licensee. Neither party shall have any right to assign its rights hereunder without the written approval of the other party.

## SECTION TEN: TERMINATION

10.1 In the event of any adjudication of bankruptcy, appointment of a receiver, assignment for the benefit of creditors, or levy of execution directly involving Licensee, this Agreement, at the sole discretion of Licensors, may thereupon be terminated.


10.2 In the event of any act cited in above Section 11.1 be initiated, Licensee shall notify Licensors immediately and by the most expeditious method.

10.3 After Licensee has paid the total amount of Licensing Fees as set forth in Section 3.1 above, Licensee shall have the right to cancel this Agreement on ninety (90) days written notice to Licensors. Licensee shall assist Licensors with respect to direct licensing of existing Sub-Licensees. In the event of such cancellation, Licensee shall pay to Licensors all Royalties and License Fees due and payable up to the effective date of such cancellation.

10.4 Should the License Agreement be terminated for any purpose, all documents relative to the Licensed Technology, the intellectual property rights relative thereto, all documents relative to any and all development or refinement of the apparatus and/or its uses, and all original and prototype equipment appertaining thereto, shall all and immediately be handed over to Licensors and no claim shall thereafter be laid thereto by Licensee or Sub-Licensees.

## SECTION ELEVEN: MISCELLANEOUS

11.1 The term of this Agreement shall be for a period of one year.

11.2 This Agreement shall automatically re-new for subsequent one-year terms unless otherwise terminated pursuant to Section Eleven above **AT NO ADDITIONAL COST TO LICENSEE.** *TERMINED S.C.* 

11.3 This Agreement shall be interpreted and construed under the laws of the State of Florida. Any suit related to this matter shall be filed in the State of Florida, Southern District.

11.4 This Agreement is the whole agreement and supercedes any previous intent or statement, written or oral.

11.5 This Agreement may be amended in a writing executed by both parties.

11.6 Notice given and payment of fees and royalties under this Agreement shall be mailed to the parties at the addresses herein given.

Emission Controls Corp  
9042 Shearwater Road  
Blaine, WA 98230-5705

Michael C. Shetley  
Route 6, Box 845  
Okeechobee, FL 34974

11.7 Facsimile signatures are considered valid and lawful for the execution of this Agreement and are binding upon the parties hereto.

11.8 This Agreement may be signed in whole or in part, each part representing the whole.

IN WITNESS WHEREOF, the parties are deemed to have executed this Agreement in Blaine, Washington, whether in whole or in part, the day and year first above written.

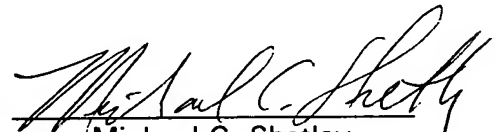
**EMISSION CONTROLS CORP**

**MICHAEL C. SHETLEY**

By:

  
Syd L. Cooke, President

By:

  
Michael C. Shetley

## ECC - Emission Controls Corp

## General Ledger

For the Period From Jan 1, 2002 to Oct 31, 2003

Filter Criteria includes: 1) IDs from 1307 to 1307. Report order is by ID. Report is printed with Truncated Transaction Descriptions and in Detail Format.

Account ID Account Description	Date	Reference	Jrnl	Trans Description	Debit Amt	Credit Amt	Balance
1307	1/1/02			Beginning Balance			
Fuel Management System	2/1/02			Beginning Balance			
	3/1/02			Beginning Balance			
	4/1/02			Beginning Balance			
	4/10/02	WT0410	PJ	Black Gold Fuel Mgt System -	100,000.00		
				Current Period Change	100,000.00		100,000.00
	5/1/02			Beginning Balance			100,000.00
	5/13/02	WT0513	PJ	Black Gold Fuel Mgt System -	50,000.00		
				Current Period Change	50,000.00		50,000.00
	6/1/02			Beginning Balance			150,000.00
	6/24/02	062402	PJ	Black Gold Fuel Mgt System -	50,000.00		
				Current Period Change	50,000.00		50,000.00
	7/1/02			Beginning Balance			200,000.00
	8/1/02			Beginning Balance			200,000.00
	9/1/02			Beginning Balance			200,000.00
	10/1/02			Beginning Balance			200,000.00
	11/1/02			Beginning Balance			200,000.00
	12/1/02			Beginning Balance			200,000.00
	12/31/02			Fiscal Year End Balance			200,000.00
	1/1/03			Beginning Balance			200,000.00
	2/1/03			Beginning Balance			200,000.00
	3/1/03			Beginning Balance			200,000.00
	4/1/03			Beginning Balance			200,000.00
	5/1/03			Beginning Balance			200,000.00
	6/1/03			Beginning Balance			200,000.00
	7/1/03			Beginning Balance			200,000.00
	8/1/03			Beginning Balance			200,000.00
	9/1/03			Beginning Balance			200,000.00
	10/1/03			Beginning Balance			200,000.00
	10/31/03			Ending Balance			200,000.00

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

APPLICATION NO: 10/620,967

FILING DATE: 7/14/03

INVENTOR: Michael Cobb Shetley

TITLE: Multi Phase Fuel System

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**DECLARATION OF SYD COOKE**

I, Syd Cooke, declare as follows:

1. That I am the president of Emission Controls Corp. "ECC" and have held that position since February 15, 2002.
2. That I make this Declaration in connection with ECC's request for the Commissioner to allow ECC to prosecute the above captioned application, as the owner and assignee of the patent application.
3. That Michael Cobb Shetley ("Shetley"), the named inventor on the patent application, convinced ECC that he was capable of developing improved fuel systems based on hydrogen.
4. That Shetley represented himself as the creator of the Shetley Turbo Diesel known as the Shetleymobile and also the Moodymobile, and had worked for Ford Motor racing.
5. That on April 9<sup>th</sup> 2002 ECC entered into a Consulting and Development Agreement with Shetley to consult on the products entitled Natural Resources Fuel Reformer and the Hydrogen Power on Demand Systems. The Agreement was also for development and included a clause that all development(s) and inventions arising out of work performed under this Agreement are assigned

and owned by ECC.

6. That during the term of the Agreement Shetley developed the Parallel Vaporized Fuel System, Serial No. 10/293,316 which was properly assigned to ECC on 11/11/02.

7. That during the term of the Agreement Shetley developed the Fuel Economizer, Serial No. 10/307,030 which was properly assigned to ECC on 11/29/02.

8. That during the term of the Agreement Shetley developed the Diesel Emission and Combustion Control System, Serial No. 10/307,090 which was properly assigned to ECC on 11/29/02.

9. That in 2003, Shetley was having difficulties with the Federal Government who had accused Shetley of making false statements. During this time, the relationship between ECC and Shetley became strained but Shetley continued to work pursuant to the Agreement and accepted compensation for his work.

10. That I have been notified that Shetley has now plead guilty to a Felony charge in the case of USA v. SHETLEY, in the Norther District of Ohio (Akron) Case No. 03-CR-10-ALL for Filing False Statements Under The Clean Air Act.

11. That in the spring of 2003, Shetley developed the Multi-phase Fuel System and requested ECC patent attorneys to prepare a patent application. A patent application was prepared and filed in June of 2003. ECC paid the attorneys for the preparation, and paid for the filing fee. It was believed that Shetley had executed the Assignment at that time.

12. That in the fall of 2003 it was discovered that Shetley did not sign the assignment and I contacted him wherein he told me that he would sign the documents. I forwarded him the

assignment with the attached cover letter (see attachment marked "Cooke A").

13. That after a period of time had passed and no assignment was received, I contacted Shetley who informed me that he had misplaced the documents but would stop by the attorneys to sign the documents. I then instructed the attorneys to have the documents prepared.

14. That after a period of time had passed and no visit was made to the attorneys for signature, I was informed that Shetley has attempted to sell the patent applications to investors.

15. That I have instructed our corporate attorney to file suit against Shetley regarding breach of contract, among other things, and file this Petition due to the immediate harm that is occurring with Shetley having sole right to prosecute Application No. 10/620,967 entitled "Multi-Phase Fuel System", and claim ownership thereof.

I HEREBY DECLARE the statements contained herein are true and correct and that statements made upon information and belief are believed to be true and correct, having knowledge of the penalties provided for the making of false statement under 18 U.S.C. § 1001.



Syd Cooke



**ATTACHMENT “Cooke A”**



**FILE COPY**

November 3, 2003

Mr. Michael Shetley  
P.O. Box 997  
Welaka, FL 32193

Dear Mike:

In furtherance of our conversation, it is my understanding that you have not yet signed the Assignment documents for the Multiple Phase Fuel System and Hydrogen and Liquid Fuel Injection System. Per our agreement, these applications were to be assigned to Emission Controls Corp. It is noted that all payments pursuant to the agreement have been made, thus I do not understand why you are now not following through despite our conversation. I have attached the Assignments again for your signature. If you could be so kind to sign and return them to me, this matter will be complete. If I do not hear from you within the next ten days, I can only assume that you are continuing to disregard the agreement and I will have to instruct the attorneys to petition the Patent Office to address this formality.

Please contact me if you have any questions regarding this matter.

Sincerely,  
Emissions Control Corporation

Syd Cooke, President

Enclosures

## REIMBURSEMENTS TO BLACK GOLD FUEL MANAGEMENT

### 2002

05/13	\$ 9,685.68
06/03	7,640.37
06/19	264.28
06/25	2,512.16
06/30	835.52
07/08	8,348.00
07/15	1,965.54
07/18	545.43
07/22	1,914.44
07/29	1,663.91
08/05	90.65
08/13	5,282.10
08/19	210.13
08/22	1,422.87
08/26	988.01
09/03	1,046.60
09/09	280.34
09/16	846.45
09/23	2,062.20
09/30	253.58
10/07	67.62
10/14	708.97
10/21	286.37
10/28	953.17
11/11	260.08
11/18	581.88
11/25	403.81
12/02	707.83
12/09	771.63
12/16	633.25
12/30	5,525.10
TOTAL	<hr/> \$58,757.97

**2003**

01/06	\$ 239.02
01/13	359.04
01/23	1,150.23
01/27	149.53
01/30	4,801.88
02/04	495.44
02/10	593.36
02/17	248.68
02/24	905.13
03/04	320.54
03/10	282.32
03/17	1,308.06
03/25	874.64
04/07	950.71
04/15	1,263.02
04/22	1,040.11
04/30	1,644.12
05/08	1,740.88
05/19	1,103.20
06/02	600.48
06/11	1,598.90
06/16	186.48
06/25	292.60
06/30	441.45
07/09	430.76
07/16	1,180.72
07/28	954.42
08/01	943.20
08/08	746.56
08/12	763.38
08/25	465.80
09/05	217.67
09/09	874.87
09/10	675.13
10/10	1,462.88
	<hr/>
	\$ 31,305.57

## BLACK GOLD – 2002/2003 REIMBURSED EXPENSES

### RESEARCH & DEVELOPMENT – EQUIPMENT

#### (2002)

May	Home Depot – Air Compressor	399.00
June	Lowe's – Lab Table, Other Miscellaneous	245.42
July	Daniel Rich – Dual Scales, Hydrometer Set	335.71
	Airgas – Hydrogen Regulator	328.38
September	Airgas – Hydrogen Regulator	215.02
November	Tools 'N More	93.28

#### (2003)

January	Broward Bolt – Bin	106.00
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### MATERIALS & PARTS

#### (2002)

June	Miscellaneous Small Tools, Supplies	102.36 P
	Raceway – Machining Parts, Mixer Adapter	95.96 P
	Bailey Motor Equipment – Mixers	461.02 P
	Speed & Truck World – K&N Filter System	264.95 N
July	Miscellaneous Supplies/Tools/Parts	241.40 P
	Amazon Hose – Air Duct Hose	121.90 P
	Hydraulic Supply Co – Pressure Switch	117.75 P
	Sears – Battery	97.90 P
	Bennett Auto Supply – Fuel Injectors, Plugs	319.61 P
	Daniel Rich – Parts	557.25 P
	Morgan Brothers – Parts	128.94 P
	Turner Industrial – Parts	143.31 P
August	Miscellaneous Supplies/Tools/Parts	7.91 P
	Miscellaneous Supplies/Tools/Parts	93.83 N
	Turner Industrial – Parts	54.45 P
	Turner Industrial – Parts	233.21 N
	NAPA Auto – Parts	178.78 N
	Palm Beach Lincoln – Parts	100.70 N
	FLIS Parts & Service – Injector Nozzles, Fuel Block	650.00 P
	Raceway – Materials for Nozzles, Throttle Bodies	300.00 P
September	Miscellaneous Supplies/Tools/Parts	13.22 P
	Miscellaneous Supplies/Tools/Parts	53.47 N
	T. Waldrup – Aluminum Materials	150.00 P
	Turner Industrial – Parts	202.33 P
	Turner Industrial – Parts	101.13 N
	Palm Beach Lincoln – Injectors	267.12 P
	Mike's Mobile Repair – T-Bird (Economizer)	103.89 E
	Central Hydraulics -- Parts	253.58 N

October	Turner Industrial – Parts	67.62 N
November	Miscellaneous Supplies/Tools/Parts	18.01 N
	Airgas South – Cylinder Rental	106.69 P
	Turner Industrial – Parts	200.26 N
	Speed & Truck World – Parts	101.74 N
	Palm Beach Mercury – Parts	275.60 N
December	Turner Industrial – Parts	26.19 P
	Home Depot – Materials	28.89 N
	Turner Industrial – Parts	12.01 P
	Turner Industrial – Parts	208.95 N
	NAPA Auto – Parts	16.59 N
	B&B Fasteners – Parts	36.03 N
	Palm Beach Lincoln – Parts	84.80 N
	Airgas South – Tank Rental	103.58 N
	Industrial Hose & Hydraulics – Parts	107.61 N
	Broward Bolt – Parts	27.35 N
<b>(2003)</b>		
January	Miscellaneous Supplies/Tools/Parts	8.65 N
	Lowe's – Parts, Aluminum	101.41 N
	Lewis Marine – Parts	67.76 N
	J&J Auto Electric – Repair, Battery	175.54 N
	Aero Hardware & Supply – Parts	51.84 N
	Airgas South – Tank Rental	106.69 N
	Action Performance – Parts	607.67 N
	Wurth USA – Parts	118.06 N
	Daniel Rich – Materials	696.62 N
February	Central Hydraulics – Check Valve	26.38 N
	Airgas South – Tank Rental	106.69 N
	Daniel Rich – Materials	158.05 N
March	Airgas South – Tank Rental	97.35 N
	Turner Industrial – Fuel Line Check Valve	69.72 N
April	Airgas South – Tank Rental	106.69 N
	Palm Beach Lincoln Mercury – Resonator	85.01 N
May	Airgas South – Tank Rental	109.35 N
	Palm Beach Lincoln Mercury – Resonator	85.20 N
June	Airgas South – Tank Rental	112.66 N
	Palm Beach Lincoln Mercury – Part	28.24 N
July	Airgas South – Tank Rental	109.35 N
August	Airgas South – Tank Rental	112.66 N
	Radioshack – Part	7.86 N
September	Airgas South – Tank Rental	112.66 N
October	Airgas South – Tank Rental	109.35 N
	B&B Fasteners – Parts	8.90 N

## MACHINE WORK

### (2002)

June	Ron Norton – Deposit, Gas Reformer, Mixer	600.00 N
	Raceway – Machine Work	85.20 P
July	Daniel Rich – Bread Boards, Generator, Containers	3,566.28 P
	Rick Ulrich – Cutting Plates	708.00 N
	Raceway – Machine Work	1,137.75 P
August	Daniel Rich – Labor	974.52 P
	Raceway – Machine Work	424.00 P
September	Raceway – Machine Work/Fuel Manifold	479.25 P
	Raceway – Throttle Body, Injector Adaptors	2,125.16 N
	Daniel Rich – Test Bench/Generator Test	275.00 N
	Ronnie Griffis – Labor for Economizer	250.00 E
October	Daniel Rich – Fabrication	953.17 P
	Daniel Rich – Machine Work	795.34 N
November	Richard LaRa – Fabrication	150.00 N
	Daniel Rich – Machine Work	200.00 P
December	Daniel Rich – Machine Work	4,952.37 P
	Richard LaRa – Machining	1,935.00 P
	Ronnie Griffis – Fuel Rails	50.00 P

### (2003)

January	Richard LaRa – Fabrication	1,630.00 N
	Daniel Rich – Machine Work	2,365.00 N
February	Richard LaRa – Fabrication	100.00 N
	Daniel Rich – Machine Work, Mechanical Drawings	1,433.72 N
March	Richard LaRa – Fabrication	570.00 N
	Daniel Rich – Machine Work	1,042.52 N
April	Richard LaRa – Fabrication	1,020.00 N
	Daniel Rich – Machine Work, Drawings	2,767.08 N
May	Richard LaRa – Machine Work	468.50 N
	Daniel Rich – Fabrication, Machine Work	1,685.85 N
June	Richard LaRa – Machine Work	690.00 N
	Daniel Rich – Machine Work, Modify NRFR	1,581.52 N
July	Richard LaRa – Machine Work	660.00 N
	Daniel Rich – Machine Work	1,786.52 N
August	Richard LaRa – Machine Work	190.00 N
	Daniel Rich – Machine Work	937.19 N
September	Richard LaRa – Machine Work	150.00 N
	Daniel Rich – Machine Work	446.23 N
October	Richard LaRa – Machine Work	300.00 N
	Daniel Rich – Machine Work	628.35 N

## **VEHICLES**

**(2002)**

July	Daytona Auction – 1994 Thunderbird/1997 Thunderbird	4,910.00
	Noah Smith – Fees for Purchasing 2 Cars	1,200.00
	C&S Towing – Delivery of 2 Cars	320.00

## **FUEL FOR TESTING**

**(2002)**

December	38.64 N
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**(2003)**

January	460.18 N
February	422.01 N
March	631.87 N
April	859.24 N
May	451.69 N
June	754.74 N
July	752.11 N
August	695.76 N
September	281.84 N

## **OTHER VEHICLE COSTS**

### **Tolls**

**(2002)**

December	9.70 N
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**(2003)**

January	16.20 N
February	15.25 N
March	23.55 N
April	20.75 N
May	22.30 N
June	13.00 N
July	54.25 N
August	42.55 N
September	4.40 N

### **Car Wash**

**(2003)**

January	33.94 N
February	24.34 N



March	35.94 N
April	40.29 N
May	21.29 N
June	37.10 N
July	18.10 N
August	36.20 N
September	19.99 N

### **Service**

#### **(2003)**

January	Emergency Auto Service – Towing	154.50 N
March	Pep Boys – Maintenance	101.63 N
July	Allied Tires and Service – AC Recharge	128.77 N
August	Allied Tires and Service – AC and Brakes	271.19 N
September	Allied Tires and Service – AC, Transmission, Plugs	576.23 N

### **LEGAL**

#### **(2002)**

August	Patents – FMS	5,000.00
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### **SHOP/OFFICE – GENERAL/MAINTENANCE**

#### **(2002)**

May	Quality Fence	900.00
	Pressure Washer Rental	229.14
	Home Depot -- Paint Supplies	712.20
	Fire Equipment Services	341.60
	Richmond Electric	835.00
	Ken's Lawn Service	125.00
	B&B Janitorial Service	314.17
	David Pitts – Painting/Cleaning/Hookups Labor	650.00
	Florida Awning – Replace Door/Window Glass	460.76
	Advance Scientific & Chemical – Potassium Hydroxide	66.25
	PS Business Interiors – Furniture	1,524.75
	Sun Stoppers – Windows/Doors Tinting	607.50
June	Materials for Fence Installation	2,385.60
October	David Pitts – Labor/Move Shop to Palm City	200.00

## **CASH PAID**

### **PRODUCTS PURCHASED**

**(2002)**

April	Fuel Management System	100,000.00 F
May	Fuel Management System	50,000.00 F
June	Fuel Management System	50,000.00 F
December	Shetley Fuel Economizer	25,000.00 E

<b>CONSULTING FEES (2002-03)</b>	<b>148,000.00</b>
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<b>LOAN PAYMENTS (\$16,000/Month)</b>	<b>176,000.00</b>
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## ECC - Emission Controls Corp

## General Ledger

For the Period From May 1, 2002 to Dec 31, 2002

Filter Criteria includes: 1) IDs from 1311 to 1311. Report order is by ID. Report is printed with Truncated Transaction Descriptions and in Detail Format.

Account ID Account Description	Date	Reference	Jrnl	Trans Description	Debit Amt	Credit Amt	Balance
1311	5/1/02			Beginning Balance			
Development Costs - POD	5/31/02	WFDC1006	PJ	Jimmy L. Mitchell		267.12	
	5/31/02	POS	CDJ	Jimmy L. Mitchell - Invoice:	267.12		
				Current Period Change	267.12	267.12	
	6/1/02			Beginning Balance			
	7/1/02			Beginning Balance			
	7/1/02	WF Ck1258	PJ	Almet Recycle - Almet Recycl	2,147.38		
	7/22/02	072202	PJ	Black Gold Fuel Mgt System -	1,914.44		
	7/23/02	072302	PJ	Rich Aldrich - Machine Labor	384.00		
	7/29/02	072902	PJ	Black Gold Fuel Mgt System -	1,663.91		
				Current Period Change	6,109.73		6,109.73
	8/1/02			Beginning Balance			6,109.73
	8/5/02	4932	PJ	Belco Products Inc - Alt. Sys.	4,000.00		
	8/22/02	082202	PJ	Black Gold Fuel Mgt System -	1,422.87		
	8/26/02	8/26/02	PJ	Palm Beach Lincoln Mercury	364.64		
	8/26/02	082602	PJ	Black Gold Fuel Mgt System -	988.01		
	8/28/02	DC mtr	PJ	Belco Products Inc	400.00		
				Current Period Change	7,175.52		7,175.52
	9/1/02			Beginning Balance			13,285.25
	9/3/02	090302	PJ	Black Gold Fuel Mgt System -	1,046.60		
	9/4/02	BOADC898	PJ	Syd Cooke - Home Depot	18.82		
	9/5/02	BOADC898	PJ	Syd Cooke - Turner Industrial	5.18		
	9/9/02	090902	PJ	Black Gold Fuel Mgt System -	280.34		
	9/9/02	BOADC898	PJ	Syd Cooke - Home Depot	18.67		
	9/10/02	BOADC898	PJ	Syd Cooke - NAPA Auto Part	34.92		
	9/12/02	BOADC898	PJ	Syd Cooke - Autozone	5.31		
	9/16/02	BOADC898	PJ	Syd Cooke - Home Depot	49.10		
	9/16/02	BOADC898	PJ	Syd Cooke - Discount Auto P	15.85		
	9/16/02	BOADC898	PJ	Syd Cooke - Autozone	13.83		
	9/18/02	BOADC898	PJ	Syd Cooke - Discount Auto P	81.34		
	9/18/02	BOADC898	PJ	Syd Cooke - Kmart	21.29		
	9/18/02	BOADC898	PJ	Syd Cooke - Kmart	4.94		
	9/23/02	092302	PJ	Black Gold Fuel Mgt System -	1,627.32		
	9/24/02	BOADC898	PJ	Syd Cooke - St Lucie Outboar	24.48		
	9/24/02	BOADC898	PJ	Syd Cooke - Turner Industrial	19.70		
	9/25/02	BOADC898	PJ	Syd Cooke - Texaco -- Fuel	7.15		
	9/26/02	BOADC898	PJ	Syd Cooke - Sewell Hardware	58.93		
	9/26/02	BOADC898	PJ	Syd Cooke - Turner Industrial	18.32		
	9/26/02	BOADC898	PJ	Syd Cooke - Turner Industrial	10.15		
	9/26/02	BOADC898	PJ	Syd Cooke - Turner Industrial	8.09		
	9/27/02	BOADC898	PJ	Syd Cooke - Autozone	76.67		
	9/27/02	BOADC898	PJ	Syd Cooke - Turner Industrial	50.77		
	9/27/02	BOADC898	PJ	Syd Cooke - Autozone	4.25		
				Current Period Change	3,502.02		3,502.02
	10/1/02			Beginning Balance			16,787.27
	10/2/02	BOADC898	PJ	Syd Cooke - St Lucie Battery	81.95		
	10/2/02	BOADC898	PJ	Syd Cooke - A1 Metal Supply	27.54		
	10/2/02	BOADC898	PJ	Syd Cooke - Turner Industrial	3.16		
	10/4/02	BOADC898	PJ	Syd Cooke - Home Depot	13.56		
	10/7/02	BOADC898	PJ	Syd Cooke - Turner Industrial	16.42		
	10/10/02	BOADC898	PJ	Syd Cooke - Apple Industrial	26.21		
	10/10/02	BOADC898	PJ	Syd Cooke - West Marine	13.99		
	10/10/02	BOADC898	PJ	Syd Cooke - Home Depot	7.99		
	10/10/02	BOADC898	PJ	Syd Cooke - Radio Shack	5.40		
	10/11/02	BOADC874	PJ	Jimmy L. Mitchell - Wurth US	23.93		
	10/15/02	BOADC898	PJ	Syd Cooke - Turner Industrial	35.06		
	10/28/02	102802	PJ	Black Gold Fuel Mgt System -	953.17		
	10/29/02	BOADC898	PJ	Syd Cooke - Broward Bolt Inc	89.26		
	10/29/02	BOADC898	PJ	Syd Cooke - Turner Industrial	55.92		
	10/30/02	BOADC898	PJ	Syd Cooke - Turner Industrial	12.37		
	10/30/02	BOADC898	PJ	Syd Cooke - Apple Industrial	3.87		
	10/31/02	BOADC898	PJ	Syd Cooke - Turner Industrial	26.38		
	10/31/02	BOADC898	PJ	Syd Cooke - Turner Industrial	24.76		
	10/31/02	BOADC898	PJ	Syd Cooke - Turner Industrial	13.58		
	10/31/02	BOADC898	PJ	Syd Cooke - Turner Industrial	10.20		
				Current Period Change	1,444.72		1,444.72

## ECC - Emission Controls Corp

## General Ledger

For the Period From May 1, 2002 to Dec 31, 2002

Filter Criteria includes: 1) IDs from 1311 to 1311. Report order is by ID. Report is printed with Truncated Transaction Descriptions and in Detail Format.

Account ID Account Description	Date	Reference	Jrnl	Trans Description	Debit Amt	Credit Amt	Balance
1311 (cont.)	11/1/02			Beginning Balance			18,231.99
	11/1/02	BOADC898	PJ	Syd Cooke - Home Depot	14.41		
	11/14/02	BOADC898	PJ	Syd Cooke - Exxon - Fuel for	8.20		
	11/18/02	111802	PJ	Black Gold Fuel Mgt System -	200.00		
	11/20/02	BOADC898	PJ	Syd Cooke - Exxon - Fuel for	7.15		
	11/21/02	BOADC898	PJ	Syd Cooke - Turner Industrial	95.44		
	11/21/02	BOADC898	PJ	Syd Cooke - Riggs Auto Supp	40.47		
	11/22/02	BOADC898	PJ	Syd Cooke - Walmart	26.72		
	11/22/02	BOADC898	PJ	Syd Cooke - Suncoast Weldin	7.96		
	11/25/02	112502	PJ	Black Gold Fuel Mgt System -	199.97		
	11/25/02	BOADC898	PJ	Syd Cooke - Village Hardwar	4.20		
				Current Period Change	604.52		604.52
	12/1/02			Beginning Balance			18,836.51
	12/2/02	120202	PJ	Black Gold Fuel Mgt System -	707.83		
	12/2/02	BOADC898	PJ	Cool Chem - Bonding Glue fo	161.88		
	12/2/02	BOADC898	PJ	Cool Chem - Bonding Glue fo	20.38		
	12/9/02	120902	PJ	Black Gold Fuel Mgt System -	771.63		
	12/10/02	BOADC898	PJ	Syd Cooke - Carquest	51.52		
	12/11/02	BOADC898	PJ	Syd Cooke - Monterey Muffle	22.26		
	12/11/02	BOADC898	PJ	Syd Cooke - Exxon	19.96		
	12/11/02	BOADC898	PJ	Syd Cooke - Carquest	10.90		
	12/11/02	BOADC898	PJ	Syd Cooke - NAPA Auto Part	8.15		
	12/11/02	BOADC898	PJ	Syd Cooke - Turner Industrial	6.12		
	12/12/02	BOADC898	PJ	Syd Cooke - Home Depot	68.31		
	12/16/02	BOADC898	PJ	Syd Cooke - Lowe's	19.02		
	12/16/02	BOADC898	PJ	Syd Cooke - Stuart Ace Hard	10.66		
	12/16/02	BOADC898	PJ	Syd Cooke - A 1 Metal Suppl	5.92		
	12/17/02	BOADC898	PJ	Syd Cooke - Turner Industrial	15.04		
	12/17/02	BOADC898	PJ	Syd Cooke - NAPA Auto Part	14.23		
	12/31/02	BOADC898	PJ	Syd Cooke - Turner Industrial	26.27		
	12/31/02	BOADC898	PJ	Syd Cooke - Apple Industrial	12.93		
				Current Period Change	1,953.01		1,953.01
	12/31/02			Ending Balance			20,789.52

ECC - Emission Controls Corp  
General Ledger

For the Period From Jun 1, 2002 to Nov 30, 2003

Filter Criteria includes: 1) IDs from 1321 to 1321. Report order is by ID. Report is printed with Truncated Transaction Descriptions and in Detail Format.

Account ID Account Description	Date	Reference	Jrnl	Trans Description	Debit Amt	Credit Amt	Balance
1321	6/1/02			Beginning Balance			
Development Costs - NRF	6/3/02	053002	PJ	Black Gold Fuel Mgt System -	7,640.37		
	6/19/02	061902	PJ	Black Gold Fuel Mgt System -	264.28		
	6/25/02	062502	PJ	Black Gold Fuel Mgt System -	126.56		
	6/30/02	063002	PJ	Black Gold Fuel Mgt System -	715.52		
				Current Period Change	8,746.73		8,746.73
	7/1/02			Beginning Balance			8,746.73
	7/8/02	070802	PJ	Black Gold Fuel Mgt System -	8,348.00		
	7/15/02	071502	PJ	Black Gold Fuel Mgt System -	1,637.16		
	7/16/02	071602	PJ	Rich Aldrich - Labor for NRF	696.00		
	7/18/02	071802	PJ	Black Gold Fuel Mgt System -	545.43		
				Current Period Change	11,226.59		11,226.59
	8/1/02			Beginning Balance			19,973.32
	8/5/02	080502	PJ	Black Gold Fuel Mgt System -	90.65		
	8/13/02	081202	PJ	Black Gold Fuel Mgt System -	282.10		
	8/19/02	081902	PJ	Black Gold Fuel Mgt System -	210.13		
				Current Period Change	582.88		582.88
	9/1/02			Beginning Balance			20,556.20
	9/16/02	091602	PJ	Black Gold Fuel Mgt System -	846.45		
	9/23/02	092302	PJ	Black Gold Fuel Mgt System -	434.88		
	9/30/02	093002	PJ	Black Gold Fuel Mgt System -	253.58		
				Current Period Change	1,534.91		1,534.91
	10/1/02			Beginning Balance			22,091.11
	10/7/02	100702	PJ	Black Gold Fuel Mgt System -	67.62		
	10/14/02	101402	PJ	Black Gold Fuel Mgt System -	608.97		
	10/21/02	102102	PJ	Black Gold Fuel Mgt System -	186.37		
				Current Period Change	862.96		862.96
	11/1/02			Beginning Balance			22,954.07
	11/11/02	111102	PJ	Black Gold Fuel Mgt System -	260.08		
	11/18/02	111802	PJ	Black Gold Fuel Mgt System -	381.88		
	11/25/02	112502	PJ	Black Gold Fuel Mgt System -	203.84		
				Current Period Change	845.80		845.80
	12/1/02			Beginning Balance			23,799.87
	12/4/02	BOADC898	PJ	Syd Cooke - Carquest	15.74		
	12/16/02	121602	PJ	Black Gold Fuel Mgt System -	633.25		
	12/20/02	Reimburse E	PJ	Syd Cooke - Parts (6/12/02; 9/	31.84		
	12/30/02	123002	PJ	Black Gold Fuel Mgt System -	5,525.10		
	12/31/02	Per Auditors	GENJ	To record the shares issued for	2,000.00		
				Current Period Change	8,205.93		8,205.93
	12/31/02			Fiscal Year End Balance			32,005.80
	1/1/03			Beginning Balance			32,005.80
	1/2/03	BOADC898	PJ	Home Depot - Materials for U	143.00		
	1/2/03	BOADC898	PJ	Home Depot - Materials for U	15.83		
	1/3/03	BOADC898	PJ	Turner Industrial - Materials f	8.25		
	1/6/03	BOADC898	PJ	Turner Industrial - Materials f	8.59		
	1/6/03	BOACK 118	PJ	Black Gold Fuel Mgt System -	239.02		
	1/13/03	BOACK 118	PJ	Black Gold Fuel Mgt System -	359.40		
	1/23/03	BOACK 121	PJ	Black Gold Fuel Mgt System -	1,150.23		
	1/27/03	BOACK 121	PJ	Black Gold Fuel Mgt System -	149.53		
	1/30/03	BOACK 122	PJ	Black Gold Fuel Mgt System -	4,801.88		
	1/31/03	BOADC898	PJ	Turner Industrial - Materials f	117.83		
				Current Period Change	6,993.56		6,993.56
	2/1/03			Beginning Balance			38,999.36
	2/4/03	BOACK 122	PJ	Black Gold Fuel Mgt System -	495.44		
	2/6/03	BOACK 123	PJ	McHale & Slavin, PA - State	2,390.00		
	2/10/03	BOACK 124	PJ	Black Gold Fuel Mgt System -	593.36		
	2/17/03	BOACK 125	PJ	Black Gold Fuel Mgt System -	248.68		
	2/24/03	BOACK 126	PJ	Black Gold Fuel Mgt System -	905.13		
				Current Period Change	4,632.61		4,632.61
	3/1/03			Beginning Balance			43,631.97
	3/4/03	BOACK 127	PJ	Black Gold Fuel Mgt System -	320.54		
	3/10/03	BOACK 128	PJ	Black Gold Fuel Mgt System -	282.32		
	3/17/03	BOACK 129	PJ	Black Gold Fuel Mgt System -	1,308.06		
	3/25/03	BOACK 130	PJ	Black Gold Fuel Mgt System -	874.64		
	3/31/03	BOACK 131	PJ	Ambient Air Services, Inc. - N	3,352.41		

ECC - Emission Controls Corp  
General Ledger

For the Period From Jun 1, 2002 to Nov 30, 2003

Filter Criteria includes: 1) IDs from 1321 to 1321. Report order is by ID. Report is printed with Truncated Transaction Descriptions and in Detail Format.

Account ID Account Description	Date	Reference	Jrnl	Trans Description	Debit Amt	Credit Amt	Balance
1321 (cont.)				Current Period Change	6,137.97		6,137.97
	4/1/03			Beginning Balance			49,769.94
	4/7/03	BOACK 132	PJ	Black Gold Fuel Mgt System -	950.71		
	4/7/03	BOACK 133	PJ	McHale & Slavin, PA - State	12,206.86		
	4/15/03	BOACK 134	PJ	Black Gold Fuel Mgt System -	1,263.02		
	4/16/03	0416	PJ	Petty Cash - Bushings Purchas	10.00		
	4/22/03	BOACK 134	PJ	Black Gold Fuel Mgt System -	1,040.11		
	4/30/03	BOACK 135	PJ	Black Gold Fuel Mgt System -	1,644.12		
				Current Period Change	17,114.82		17,114.82
	5/1/03			Beginning Balance			66,884.76
	5/8/03	BOACK 137	PJ	Black Gold Fuel Mgt System -	1,740.88		
	5/8/03	BOADC455	PJ	Palm Beach Lincoln Mercury	85.20		
	5/12/03	BOACK 137	PJ	McHale & Slavin, PA - State	1,286.66		
	5/12/03	BOADC455	PJ	Exxonmobile - Fuel for Testing	10.25		
	5/12/03	BOADC455	PJ	Exxonmobile - Fuel for Testin	8.84		
	5/14/03	BOADC455	PJ	Exxonmobile - Fuel for Testin	20.98		
	5/15/03	BOADC455	PJ	Exxonmobile - Fuel for Testin	9.00		
	5/16/03	BOADC455	PJ	Exxonmobile - Fuel for testing	9.24		
	5/16/03	BOADC455	PJ	Citgo Gas Station - Fuel for T	3.37		
	5/19/03	BOACK 138	PJ	Black Gold Fuel Mgt System -	1,103.20		
	5/19/03	BOADC455	PJ	Amoco Gas Station - Fuel for	13.19		
	5/19/03	BOADC455	PJ	Exxonmobile - Fuel for Testin	7.46		
	5/19/03	BOADC455	PJ	Speedway Gas - Fuel for Testi	7.22		
	5/22/03	BOADC455	PJ	Exxonmobile - Fuel for Testin	21.29		
	5/27/03	BOADC455	PJ	Exxonmobile - Fuel for Testin	23.46		
	5/27/03	BOADC455	PJ	Exxonmobile - Fuel for Testin	19.95		
				Current Period Change	4,370.19		4,370.19
	6/1/03			Beginning Balance			71,254.95
	6/2/03	BOACK 140	PJ	Black Gold Fuel Mgt System -	600.48		
	6/9/03	BOADC455	PJ	Shell Oil - Fuel for Testing (0	30.38		
	6/9/03	BOADC455	PJ	Shell Oil - Fuel for Testing (0	14.67		
	6/11/03	BOACK 141	PJ	Black Gold Fuel Mgt System -	1,598.90		
	6/11/03	BOACK 141	PJ	McHale & Slavin, PA - Patent	818.00		
	6/16/03	BOACK 142	PJ	Black Gold Fuel Mgt System -	186.48		
	6/16/03	BOADC455	PJ	Exxonmobile - Fuel for Testin	31.41		
	6/16/03	BOADC455	PJ	Hess Gas Station - Fuel for Te	27.44		
	6/19/03	BOADC455	PJ	Hess Gas Station - Fuel for Te	16.24		
	6/19/03	BOADC455	PJ	Palm Beach Lincoln Mercury	108.81		
	6/19/03	BOADC455	PJ	Exxonmobile - Fuel for Testin	13.73		
	6/20/03	BOADC455	PJ	Exxonmobile - Fuel for Testin	15.44		
	6/23/03	BOADC455	PJ	Exxonmobile - Fuel for Testin	27.74		
	6/23/03	BOADC455	PJ	Exxonmobile - Fuel for Testin	18.30		
	6/23/03	BOADC455	PJ	Exxonmobile - Fuel for Testin	16.28		
	6/25/03	BOACK 143	PJ	Black Gold Fuel Mgt System -	292.60		
	6/27/03	BOADC455	PJ	Exxonmobile - Fuel for Testin	29.11		
	6/30/03	BOACK 144	PJ	Black Gold Fuel Mgt System -	441.45		
	6/30/03	BOADC455	PJ	Syd Cooke - Marathon Ashlan	11.99		
	6/30/03	BOADC455	PJ	Exxonmobile - Fuel for Testin	19.83		
				Current Period Change	4,319.28		4,319.28
	7/1/03			Beginning Balance			75,574.23
	7/2/03	BOADC455	PJ	Exxonmobile - Ford Truck --	11.42		
	7/7/03	BOADC455	PJ	Freedom Oil Gas Station - Fue	30.32		
	7/7/03	BOADC455	PJ	Exxonmobile - Fuel for Testin	27.43		
	7/7/03	BOADC455	PJ	Exxonmobile - Fuel for Testin	24.78		
	7/7/03	BOADC455	PJ	Auto & Trucks Parts - Hoses f	16.91		
	7/9/03	BOACK 145	PJ	Black Gold Fuel Mgt System -	430.76		
	7/9/03	BOADC455	PJ	Exxonmobile - Fuel for Testin	18.80		
	7/10/03	BOADC455	PJ	Syd Cooke - Fuel for Testing (	5.60		
	7/14/03	BOADC455	PJ	Keith's Gas Can - Fuel for Tes	20.91		
	7/14/03	BOADC455	PJ	Keith's Gas Can - Fuel for Tes	19.88		
	7/16/03	BOACK 146	PJ	Black Gold Fuel Mgt System -	1,180.72		
	7/18/03	BOADC455	PJ	Keith's Gas Can - Fuel for Tes	27.24		
	7/21/03	BOADC455	PJ	Keith's Gas Can - Fuel for Tes	30.38		
	7/25/03	BOACK 146	PJ	Ambient Air Services, Inc. - St	450.00		
	7/25/03	BOADC455	PJ	Keith's Gas Can - Fuel for Tes	24.21		
	7/28/03	07/28/03	PJ	Black Gold Fuel Mgt System -	954.42		

## ECC - Emission Controls Corp

## General Ledger

For the Period From Jun 1, 2002 to Nov 30, 2003

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Account ID Account Description	Date	Reference	Jrnl	Trans Description	Debit Amt	Credit Amt	Balance
1321 (cont.)	7/30/03	BOACk 147	PJ	Krieger Machine Co - Machini	851.60		
	7/30/03	BOADC455	PJ	Shell Oil - Fuel for Testing (0	31.14		
				Current Period Change	4,156.52		4,156.52
	8/1/03			Beginning Balance			79,730.75
	8/1/03	BOACk 147	PJ	Black Gold Fuel Mgt System -	943.20		
	8/1/03	BOACk 147	PJ	Krieger Machine Co - Machini	118.72		
	8/1/03	BOACk 148	PJ	AAA, Inc. - Deposit -- Ship F	1,198.00		
	8/1/03	BOACk 148	PJ	John Burke - Unit Parts	500.00		
	8/1/03	BOADC455	PJ	Racetrac Gas Station - Fuel fo	29.79		
	8/4/03	BOADC455	PJ	Amoco Gas Station - Fuel for	27.59		
	8/4/03	BOADC455	PJ	Auto & Trucks Parts - Parts fo	19.89		
	8/7/03	BOADC455	PJ	Turner Industrial - Parts for U	64.04		
	8/7/03	BOADC455	PJ	Amoco Gas Station - Fuel for	29.17		
	8/8/03	BOACk 148	PJ	Black Gold Fuel Mgt System -	746.56		
	8/11/03	BOACk 149	PJ	Krieger Machine Co - Parts fo	458.77		
	8/11/03	BOADC455	PJ	Exxonmobile - Fuel for Testin	4.52		
	8/12/03	BOACk 149	PJ	Black Gold Fuel Mgt System -	763.38		
	8/13/03	BOADC455	PJ	Turner Industrial - Parts for U	21.94		
	8/13/03	BOADC455	PJ	Exxonmobile - Fuel for Testin	3.51		
	8/14/03	BOACk 149	PJ	Krieger Machine Co - Parts fo	118.72		
	8/15/03	BOADC455	PJ	Keith's Gas Can - Fuel for Tes	28.57		
	8/18/03	BOADC455	PJ	Keith's Gas Can - Fuel for Tes	33.46		
	8/19/03	BOADC455	PJ	Amoco Gas Station - Fuel for	29.03		
	8/21/03	BOADC455	PJ	Keith's Gas Can - Fuel for Tes	11.92		
	8/22/03	BOADC455	PJ	Amoco Gas Station - Fuel for	28.45		
	8/22/03	BOADC455	PJ	Syd Cooke - ATM Withdrawa	21.50		
	8/22/03	BOADC455	PJ	Rutherford Equipment - Part f	168.11		
	8/25/03	BOACk 150	PJ	Black Gold Fuel Mgt System -	465.80		
	8/25/03	BOADC455	PJ	Amoco Gas Station - Trip to	24.36		
				Current Period Change	5,859.00		5,859.00
	9/1/03			Beginning Balance			85,589.75
	9/2/03	WFCK 1076	PJ	McHale & Slavin, PA - Patent	2,500.00		
	9/2/03	BOADC455	PJ	Amoco Gas Station - Fuel for	33.50		
	9/2/03	BOADC455	PJ	Texaco Gas Station - Fuel for	10.60		
	9/2/03	BOADC455	PJ	Conoco Gas Station/Denver -	4.39		
	9/4/03	BOADC455	PJ	Amoco Gas Station - Fuel for	26.68		
	9/5/03	WFCK 1084	PJ	Black Gold Fuel Mgt System -	217.67		
	9/8/03	BOADC455	PJ	Hess Gas Station - Fuel for Te	20.22		
	9/8/03	BOADC455	PJ	Speedway Gas - Fuel for Testi	16.45		
	9/9/03	WFCK 1086	PJ	Black Gold Fuel Mgt System -	874.87		
	9/10/03	WFCK 1092	PJ	Black Gold Fuel Mgt System -	675.13		
	9/10/03	BOADC455	PJ	Hess Gas Station - Fuel for Te	20.00		
	9/11/03	BOADC455	PJ	Texaco Gas Station - Fuel for	27.08		
	9/12/03	BOADC455	PJ	Kare Pro Car Wash - Detail E	47.65		
	9/15/03	BOADC455	PJ	Hess Gas Station - Fuel for Te	20.00		
	9/17/03	BOADC455	PJ	Hess Gas Station - Fuel for Te	27.16		
	9/17/03	BOADC455	PJ	7 Eleven Gas Station - Fuel fo	30.01		
	9/19/03	PC-09-19b	PJ	Stuart Ace Hardware - Materi	3.07		
	9/22/03	BOADC455	PJ	Palm Beach Lincoln Mercury	54.76		
	9/22/03	BOADC455	PJ	Racetrac Gas Station - Fuel fo	25.00		
	9/22/03	BOADC455	PJ	Lowe's - Part for Unit	4.06		
	9/24/03	BOADC455	PJ	7 Eleven Gas Station - Fuel fo	14.40		
	9/25/03	WFDC3206	PJ	Paragon Tuning - Vehicle Mai	397.56		
	9/29/03	BOADC455	PJ	Paragon Tuning - Parts for Uni	32.00		
	9/29/03	BOADC455	PJ	Paragon Tuning - Parts for Uni	28.50		
	9/29/03	BOADC455	PJ	Conoco Gas Station/Denver -	19.68		
	9/29/03	BOADC455	PJ	A-B Petroleum - Fuel for Testi	16.41		
	9/30/03	9Month Entr	GENJ	Amortize intangibles per sched		40,890.00	
				Current Period Change	5,146.85	40,890.00	-35,743.15
	10/1/03			Beginning Balance			49,846.60
	10/1/03	WFCK 1111	PJ	D&C Metal Works - Parts for	100.00		
	10/1/03	BOADC455	PJ	Mike Naughton Ford - Part for	14.37		
	10/1/03	BOADC455	PJ	Havana Auto Parts - Part for	7.03		
	10/2/03	WFCK 1112	PJ	Environmental Testing Corp -	1,380.00		
	10/3/03	BOADC455	PJ	Lowe's - Parts for Unit	21.41		
	10/3/03	BOADC455	PJ	Shell Oil - Fuel for Testing	19.50		

## ECC - Emission Controls Corp

## General Ledger

For the Period From Jun 1, 2002 to Nov 30, 2003

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Account ID Account Description	Date	Reference	Jrnl	Trans Description	Debit Amt	Credit Amt	Balance
1321 (cont.)	10/6/03	WFck 1122	PJ	McHale & Slavin, PA - 10/01/	29.00		
	10/6/03	BOADC455	PJ	Com Mototron - Parts for Unit	153.72		
	10/6/03	BOADC455	PJ	7 Eleven Gas Station - Fuel fo	29.10		
	10/6/03	BOADC455	PJ	Fillmore Gas Station - Fuel for	10.60		
	10/6/03	BOADC455	PJ	Shell Oil - Fuel for Testing (1	6.06		
	10/6/03	BOADC455	PJ	Shell Oil - Fuel for Testing (1	3.16		
	10/7/03	BOADC455	PJ	Lowe's - Materials for Unit (1	3.77		
	10/10/03	WFck 1130	PJ	Black Gold Fuel Mgt System -	1,462.88		
	10/14/03	BOADC455	PJ	Uintah Gardens Ace Hardware	31.06		
	10/14/03	BOADC455	PJ	Whisler Bearing Co. - Parts fo	87.31		
	10/14/03	BOADC455	PJ	Whisler Bearing Co. - Parts fo	22.92		
	10/14/03	BOADC455	PJ	7 Eleven Gas Station - Fuel fo	22.96		
	10/14/03	WFDC3206	PJ	Whisler Bearing Co. - Parts fo	95.40		
	10/14/03	WFDC3206	PJ	7 Eleven Gas Station - Fuel fo	4.31		
	10/15/03	WFDC3206	PJ	American Speed Center - Parts	65.97		
	10/15/03	WFDC3206	PJ	Wells Fargo - ATM Withdraw	400.00		
	10/15/03	WFDC3206	PJ	7 Eleven Gas Station - Fuel fo	16.18		
	10/16/03	WFDC3206	PJ	King Soopers Fuel - Fuel for	1.98		
	10/17/03	BOADC455	PJ	Shell Oil - Fuel for Testing (1	7.16		
	10/17/03	WFDC3206	PJ	Whisler Bearing Co. - Parts fo	46.30		
	10/17/03	WFck 1136	PJ	C&G Machine, Inc. - Machine	1,280.00		
	10/20/03	BOADC455	PJ	Denver Valve & Fitting - Parts	77.74		
	10/20/03	WFDC3206	PJ	7 Eleven Gas Station - Fuel fo	17.34		
	10/20/03	WFDC3206	PJ	7 Eleven Gas Station - Fuel fo	4.03		
	10/20/03	WFDC3206	PJ	Amoco Gas Station - Fuel for	6.07		
	10/20/03	WFDC3206	PJ	Checker Gas Station - Fuel for	8.50		
	10/21/03	WFDC3206	PJ	Grainger - Part for Unit (10/17	139.58		
	10/21/03	WFDC3206	PJ	Whisler Bearing Co. - Part for	29.26		
	10/22/03	WFDC3206	PJ	Performance Auto - Expeditio	75.00		
	10/22/03	WFDC3206	PJ	King Soopers Fuel - Fuel for	9.04		
	10/22/03	WFDC3206	PJ	King Soopers Fuel - Fuel for	7.54		
				Current Period Change	5,696.25		5,696.25
	11/1/03			Beginning Balance			55,542.85



REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
WFCk 1130	Consulting Fee & Expenses	10/10/03	3,462.88		3,462.88
CHECK DATE	CHECK NO.	PAYEE		DISCOUNTS TAKEN	CHECK AMOUNT
10/10/03	1130	Black Gold Fuel Mgt System			\$3,462.88

October 10, 2003

MEMO TO: ECC

FROM: BLACK GOLD

RE: Bills presented for payment

9/11/03	Florida DOT - toll	\$ 1.10
9/11/03	Palm City Amoco - gas	40.25
10/6/03	Airgas South - CK 2047	109.35
10/6/03	FastPay - gas	13.20
10/6/03	FastPay - gas	12.00
10/7/03	B & B Fastener & Supply	8.90
10/8/03	Taxi - Airport to Hotel in DC	16.00
10/8/03	Dinner at Hotel in DC	33.50
10/9/03	Meals in DC	20.00
10/9/03	Taxi - SEC to Airport in DC	16.00
10/9/03	Parking at Airport in Orlando	30.00
10/9/03	Hyatt Regency Hotel - DC - Room	234.23
10/10/03	Dan Rich - machine work CK 2045	628.35
10/10/03	Richard LaRa - CK 2046 - machine work	<u>300.00</u>
TOTAL		\$1,462.88

**PAID**

ck 1130

10-10-03

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
WFC 1092		9/10/03	2,675.13		2,675.13
CHECK DATE	CHECK NO.	PAYEE		DISCOUNTS TAKEN	CHECK AMOUNT
9/10/03	1092	Black Gold Fuel Mgt System			\$2,675.13

Sept 9, 2003

MEMO TO: ECC

FROM: BLACK GOLD

RE: Bills presented for payment

9/8/03	Florida DOT - toll	\$ 1.10
9/8/03	Exxon Express - gas	20.76
9/8/03	Car wash	19.99
9/8/03	Racetrac #661 - gas	25.55
9/9/03	Racetrac #661 - gas	28.31
9/9/03	Valero - gas	3.19
9/9/03	Allied Tires & Service - a/c repair	<u>576.23</u>
TOTAL		\$675.13

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
Check 1086	Reimbursement	9/9/03	874.87		874.87
CHECK DATE	CHECK NO.	PAYEE		DISCOUNTS TAKEN	CHECK AMOUNT
9/9/03	1086	Black Gold Fuel Mgt System			\$874.87

September 8, 2003

MEMO TO: ECC

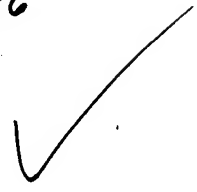
FROM: BLACK GOLD

RE: Bills presented for payment

9/2/03	Florida DOT - toll	\$ 1.10
9/2/03	Handy Way 2777 - gas	34.14
9/2/03	Circle K 7348 - gas	18.03
9/3/03	Handy Way 2777 - gas	23.65
9/4/03	Richard LaRa - machine work ck 1993	150.00
9/4/03	Racetrac 661 - gas	29.70
9/4/03	Daniel Rich - machine work ck 1994	446.23
9/5/03	Racetrac 553 - gas	31.39
9/5/03	Florida DOT - toll	1.10
9/5/03	Airgas - ck 1999	112.66
9/6/03	Handy Way 2777 - gas	<u>26.87</u>
TOTAL		\$874.87

**PAID**

ck 1086



REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
WFCk 1084	Consulting Fee/Reimburse	9/5/03	2,217.67		2,217.67
CHECK DATE	CHECK NO.	PAYEE		DISCOUNTS TAKEN	CHECK AMOUNT
9/5/03	1084	Black Gold Fuel Mgt System			\$2,217.67

September 2, 2003

MEMO TO: ECC

FROM: BLACK GOLD

RE: Bills presented for payment

8/22/03	Central Parking System - paking fee Jacksonville	\$ 8.00
8/25/03	Florida DOT - toll	1.10
8/25/03	Florida DOT - toll	2.00
8/25/03	Racetrac #661 - gas	28.42
8/25/03	Falcon Citgo Truck Stop - gas	33.54
8/27/03	Florida's Turnpike - toll	1.10
8/27/03	Handy Way 2777 - gas	31.26
8/27/03	Sunoco 2440 - gas	20.01
8/27/03	Florida DOT - toll	1.10
8/28/03	Racetrac 661 - gas	45.67
8/28/03	Sparkle-N-Shine - car wash	18.10
8/29/03	Florida DOT - toll	1.10
8/29/03	Ft. Pierce Okee Rd Station - gas	26.27
TOTAL		\$ 217.67

**PAID**

Ck 1084





REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
CHECK 1508	Reimbursement	8/25/03	465.80		465.80

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
8/25/03	1508	Black Gold Fuel Mgt System		\$465.80

August 25, 2003

MEMO TO: ECC

FROM: BLACK GOLD

RE: Bills Presented for Payment

8/12/03	Ekonomy Enterprises - gas	\$ 23.65
8/13/03	Hess Mart - gas	24.71
8/14/03	Ekonomy Enterprises - gas	15.04
8/14/03	Racetrac #661 - gas	20.00
8/14/03	Handy Way 2777 - gas	14.30
8/18/03	Racetrac #661 - gas	4.39
8/18/03	Racetrac #661 - gas	30.58
8/19/03	Florida DOT - toll	1.10
8/18/03	Sparkle-N-Shine - car wash	18.10
8/20/03	Racetrac #661 - gas	42.74
8/20/03	Allied Tires and Service - a/c recharge and brakes	<u>271.19</u>
TOTAL		\$ 465.80

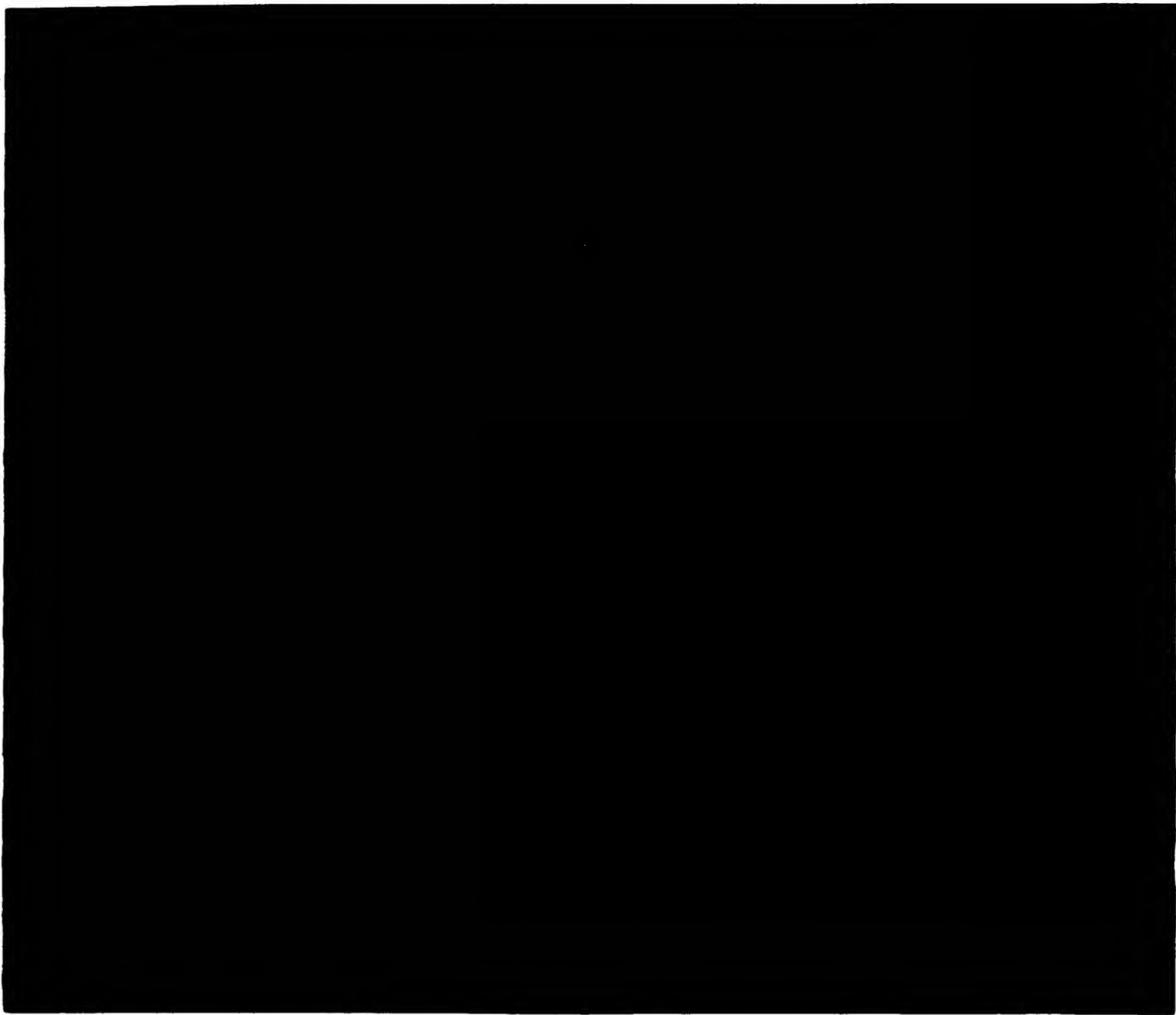
**PAID**

ck 1508

8-25-03

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
30ACK 1496	Materials and Fuel for	8/12/03	763.38		763.38

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
8/12/03	1496	Black Gold Fuel Mgt System		\$763.38



August 12<sup>th</sup>, 2003

MEMO TO: ECC

FROM: BLACK GOLD

RE: Bills presented for payment

7/29/03	Florida's Turnpike - toll	\$ 1.10
8/06/03	Florida DOT - toll	3.30
8/06/03	Hess Mart - gas	16.10
8/06/03	Lantana Toll Plaza - toll	4.40
8/08/03	Airgas South CK 1954	112.66
8/08/03	Florida DOT - toll	1.10
8/08/03	Martin Downs Mobil - gas	23.50
8/08/03	Racetrac #661 - gas	27.03
8/11/03	Handy Way - gas	26.74
8/11/03	Martin Downs Mobil - gas	6.27
8/11/03	Martin Downs Mobil - gas	25.38
8/11/03	Racetrac #661	5.24
8/11/03	Racetrac 667 - gas	19.54
8/11/03	Daniel Rich - machine work ck 1955	410.02
8/11/03	Richard LaRa - machine work ck 1956	90.00
TOTAL		\$763.38

**PAID**  
CK 1496  
8-12-03

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
30ACK 1489	Consulting Fee,	8/8/03	2,746.56		2,746.56

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
8/8/03	1489	Black Gold Fuel Mgt System		\$2,746.56

August 6, 2003

MEMO TO ECC

FROM BLACK GOLD

RE: Bills presented for payment

7/28/03	Florida Department of Transportation - toll	\$ 1.10
7/29/03	Chevron - gas	23.01
7/29/03	Florida DOT - toll	1.10
7/29/03	Florida DOT - toll	1.10
7/30/03	Florida DOT - toll	.75
7/30/03	Florida's Turnpike - toll	25.13
7/30/03	The Convenience Stores of Speedway - gas	3.30
7/30/03	Florida DOT - toll	527.17
8/01/03	Daniel Rich - machine work	41.72
8/01/03	Martin Downs Mobil - gas	4.51
8/01/03	Hess Express 09361 - gas	7.86
8/02/03	Radioshack - #302542	40.25
8/04/03	Racetrac #661 - gas	4.39
8/04/03	Chevron - gas	1.10
8/04/03	Florida DOT - toll	7.60
8/04/03	Florida DOT - toll	7.01
8/04/03	Mobil on the Run - gas	20.43
8/5/03	Racetrac #661 - gas	7.35
8/5/03	Chevron - gas	20.58
8/5/03	Exxon Express Pay - gas	1.10
8/5/03	Florida DOT - toll	100.00
8/2/03	Richard LaRa - CK 1940 - machine work	
TOTAL		\$ 746.56

**PAID**

CK 1489

Vendor ID:BLACK

Vendor Name: Black G Id Fuel Mgt Syst

1478

Invoice No.	Date	Invoice Amount	Amount Paid	Discounts Taken	Credits Taken	Net Amount
08/01/03	08/01/03	18943.20	18943.20	0.00	0.00	18943.20
Net Check Amount						18943.20



August 1, 2003

MEMO TO ECC

FROM BLACK GOLD

RE: Bills presented for payment

7/28/03	Daniel Rich - machine work - check 1933	\$ 532.50
7/28/03	Richard LaRa - machine work - check 1932	165.00
7/28/03	Carter-s Corner - gas	28.68
7/28/03	Carter's Corner - gas	29.85
7/28/03	Handy Way 2777 - gas	29.23
7/29/03	Jiffy Food Store 009 - gas	29.17
7/29/03	Allied Tires & Service - a/c recharge	<u>128.77</u>
TOTAL		\$ 943.20

**PAID**  
CK 1478



REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
07/28/03		7/28/03	954.42		954.42
CHECK DATE	CHECK NO.	PAYEE		DISCOUNTS TAKEN	CHECK AMOUNT
7/28/03	1472	Black Gold Fuel Mgt System			\$954.42

July 28, 2003

MEMO TO ECC

FROM: BLACK GOLD

RE: Bills presented for payment

7/16/03	Hess Mart 09719 - gas	\$ 17.33
7/16/03	Palm City Amoco - gas	6.81
7/16/03	Racetrac #661 - gas	19.64
7/17/03	Hess Mart 09719 - gas	18.19
7/17/03	Hess Express 09361 - gas	33.01
7/17/03	Florida DOT - toll	1.10
7/17/03	Chevron #731 - gas	4.98
7/17/03	Florida's Turnpike - toll	3.50
7/17/03	Florida DOT - toll	1.10
7/17/03	Florida DOT - toll	4.40
7/24/03	Racetrac #661 - gas	36.39
7/24/03	Florida's Turnpike - toll	1.10
7/24/03	Florida DOT - toll	1.10
7/24/03	Chevron - gas	5.50
7/25/03	Racetrac #661 - gas	15.00
7/25/03	Daniel Rich - machine work CK 1919	175.72
7/26/03	Richard LaRa - machinist - ck 1922	240.00
7/26/03	Daniel Rich - machine work - CK 1924	351.45
7/26/03	Sparkle-N-Shine - car wash	18.10
TOTAL		\$ 954.42

**PAID**

ck 1472

7-28-03

Invoice No.	Date	Invoice Amount	Amount Paid	Discounts Taken	Credits Taken	Net Amount
07/16/03	07/16/03	1180.72	1180.72	0.00	0.00	1180.72
Net Check Amount						1180.72

July 16, 2003

MEMO TO ECC

FROM BLACK GOLD FUEL

RE: Bills for Payment

7/08/03	Martin Downs Mobil - gas	\$ 37.20
7/08/03	Florida DOT - toll	4.40
7/08/03	Racetrac #661 - gas	13.66
7/08/03	Florida DOT - toll	2.40
7/08/03	Florida DOT - toll	.75
7/08/03	Florida DOT - toll	.75
7/09/03	Handy Way 2777 - gas	41.56
7/09/03	Racetrac #661 - gas	16.83
7/09/03	Florida DOT - toll	1.10
7/10/03	Daniel Rich - machining ck 1907	636.33
7/10/03	Rick LaRa - machine work ck 1908	255.00
7/10/03	Speedway 8353 - gas	38.66
7/10/03	Florida's Turnpike - toll	4.40
7/10/03	Florida's Turnpike - toll	.75
7/10/03	Florida DOT - toll	4.40
7/14/03	Florida DOT - toll	1.10
7/14/03	Sunshine #27	15.01
7/14/03	CGC Petroleum - gas	28.39
7/14/03	Ft. Pierce Toll Plaza - toll	1.10
7/15/03	Racetrac #661 - gas	31.76
7/15/03	Florida DOT - toll	3.30
7/15/03	Florida DOT - toll	1.10
7/15/03	Texaco - Titusville - gas	5.25
7/15/03	Texaco - Jupiter - gas	33.32
7/15/03	Jupiter Toll Plaza - toll	2.20

TOTAL

\$1180.72

**PAID**

ck 1460

7-16-03

Vendor ID:BLACK

Vendor Name:Black Gold Fuel Mgt Syst

1451

Invoice No.	Date	Invoice Amount	Amount Paid	Discounts Taken	Credits Taken	Net Amount
07/09/03	07/09/03	2430.76	2430.76	0.00	0.00	2430.76
Net Check Amount						2430.76

7/9/03

MEMO TO EDD

FROM: BLACK GOLD

RE: Bills presented for payment

6/25/03	Martin Downs Mobil - gas	\$ 27.66
6/30/03	Florida DOT - toll	1.10
6/30/03	Hess Mart - gas	34.98
6/30/03	Hess Mart - gas	33.61
7/01/03	Florida DOT - toll	1.10
7/01/03	Florida DOT - toll	1.10
7/01/03	Hess Mart - gas	14.52
7/01/03	Racetrac #661 - gas	27.03
7/01/03	Daniel Rich - machine work CK 1892	90.52
7/02/03	Florida DOT - toll	1.10
7/02/03	Florida DOT - toll	7.60
7/02/03	Martin Downs Mobil - gas	5.60
7/02/03	Hess Mart - gas	16.68
7/02/03	7-Eleven - gas	15.54
7/07/03	Florida's Turnpike - toll	1.10
7/07/03	Martin Downs Mobil - gas	29.70
7/07/03	Florida DOT - toll	1.10
7/07/03	Racetrac #661 - gas	11.37
7/07/03	Airgas, South CK 1900	109.35
TOTAL		\$430.76

**PAID**

ck 1451

Vendor ID:BLACK

Vendor Name:Black G Id Fuel Mgt Syst

1440

Invoice No.	Date	Invoice Amount	Amount Paid	Discounts Taken	Credits Taken	Net Amount
06/30/03	06/30/03	441.45	441.45	0.00	0.00	441.45
Net Check Amount						441.45

June 30, 2003

MEMO TO ECC

FROM BLACK GOLD

RE: Bills presented for payment

6/27/03	Daniel Rich - modify NRFR's CK #1882	\$ 351.45
6/27/03	Richard LaRa - machine work CK 1882	<u>90.00</u>
TOTAL		\$ 441.45

OFFER

**PAID**

CK 1440  
6-30-03



Invoice No.	Date	Invoice Amount	Amount Paid	Discounts Taken	Credits Taken	Net Amount
06/25/03	06/25/03	2292.60	2292.60	0.00	0.00	2292.60
<i>Reimburse Bills Paid</i>						2292.60
<i>Consultant Fee</i>						
					Net Check Amount	2292.60

June 25, 2003

MEMO TO: ECC

FROM: BLACK GOLD

RE: Bills presented for payment

6/09/03	Midnight Farms - gas	\$ 13.86
6/16/03	Florida Turnpike - toll	3.30
6/16/03	Martin Downs Mobil - gas	13.81
6/16/03	Martin Downs Mobil - gas	26.76
6/18/03	Racetrac #661 - gas	35.01
6/18/03	Martin Downs Mobil - gas	14.18
6/18/03	Martin Downs Mobil - gas	18.40
6/19/03	Racetrac #680 - gas	16.34
6/21/03	Kangaroo 6278 - gas	15.45
6/22/03	Gas Shop Deland - gas	20.64
6/23/03	Palm Beach Lincoln-Mercury - part	28.24
6/23/03	Wash & Wax World, Inc. - car wash	19.00
6/23/03	Florida Turnpike - toll	1.10
6/23/03	Florida Turnpike - toll	2.00
6/23/03	Step Saver Shell - gas	30.91
6/24/03	Racetrac #255 - gas	33.60
TOTAL		\$292.60

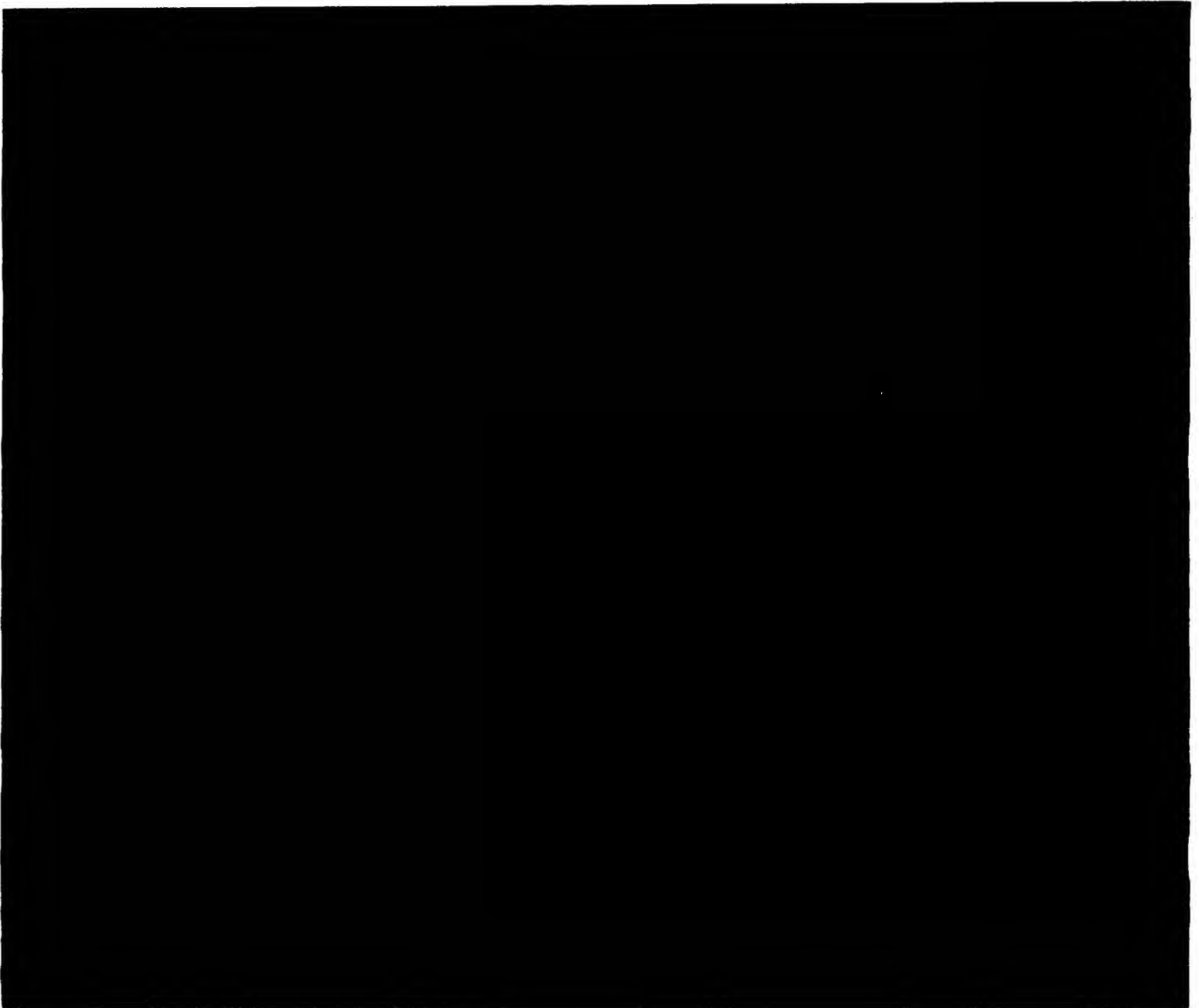
NRFR

**PAID**

CK 1436

6-25-03

Invoice No.	Date	Invoice Amount	Amount Paid	Discounts Taken	Credits Taken	Net Amount
06/16/03	06/16/03	186.48	186.48	0.00	0.00	186.48
<i>Reimbursement</i>					Net Check Amount	186.48



6/16/03

MEMO TO: ECC

FROM: BLACK GOLD

RE: Bills Presented for Payment

6/10/03	Florida DOT - turnpike toll	\$ 1.10
6/10/03	Florida DOT - turnpike toll	1.10
6/09/03	Fast Break - Okee - gas	28.83
6/11/03	Keith's Gas Can - gas	10.03
6/14/03	Martin Downs Mobil - gas	32.76
6/14/03	Airgas South CK #1871	<u>112.66</u>
TOTAL		\$186.48

PAID

Vendor ID:BLACK

Vendor Name: Black Gold Fu I Mgt Syst

1416

Invoice No.	Date	Invoice Amount	Amount Paid	Discounts Taken	Credits Taken	Net Amount
Reimburse	06/11/03	1598.90	1598.90	0.00	0.00	1598.90
Net Check Amount						1598.90

6/9/03

MEMO TO ECC

FROM BLACK GOLD FUEL MANAGEMENT SYSTEMS, INC.

RE: Bills presented for payment

5/28/03	Racetrac #661 - gas	\$ 10.17
6/03/03	Fastbreak - Okee - gas	27.96
6/05/03	Racetrac #661 - gas	24.12
6/02/03	Step Saver Shell - gas	19.46
5/28/03	Racetrac #661 - gas	27.18
5/28/03	Okeechobee Texaco - gas	23.83
6/07/03	Racetrac #661 - gas	26.97
6/08/03	Hess Mart - Bunnell- gas	22.01
6/07/03	Daniel Rich - machine work CK 1861	937.20
6/07/03	Richard LaRa - machine work - CK #1857	<u>480.00</u>
TOTAL		\$1598.90

NRFR

Vendor ID:BLACK

Vendor Name: Black G Id Fuel Mgt Syst

1400

Invoice No.	Date	Invoice Amount	Amount Paid	Discounts Taken	Credits Taken	Net Amount
06/02/03	06/02/03	600.48	600.48	0.00	0.00	600.48
Net Check Amount						600.48



June 2. 2003

MEMO TO: ECC

FROM: BLACK GOLD

RE: Bills presented for payment

5/19/03	Sunoco - gas	\$ 18.29
5/19/03	Racetrac #661 - gas	8.93
5/19/03	Station invoice 0001516 - gas	10.94
5/20/03	Martin Downs Mobil - gas	7.06
5/20/03	Sunshine, Naples - gas	14.99
5/20/03	Florida Turnpike - toll	1.10
5/21/03	Mobil Oil Corp - gas	14.11
5/21/03	Fast Break - gas	17.20
5/21/03	Martin Downs Mobil - gas	8.69
5/21/03	Florida Turnpike - toll	2.20
5/22/03	Sparkle-N-Shine - car wash	18.10
5/22/03	Racetrac #255 - gas	11.53
5/23/03	Handy Way 2117 - gas	27.99
5/27/03	Martin Downs - gas	26.48
5/29/03	Richard LaRa - machine work CK 1846	120.00
5/29/03	Daniel Rich - machine work CK 1847	292.87
TOTAL		\$600.48

10/1/03



Vendor ID:BLACK

Vendor Name: Black G Id Fuel Mgt Syst

1389

Invoice No.	Date	Invoice Amount	Amount Paid	Discounts Taken	Credits Taken	Net Amount
05/19/03	05/19/03	1103.20	1103.20	0.00	0.00	1103.20
Net Check Amount						1103.20



May 15, 2003

MEMO TO: ECC

FROM: BLACK GOLD

RE: Bills presented for payment

NRFR

5/08/03	Sparkle-n-shine - car wash	\$ 21.29
5/08/03	Texaco - gas	2.95
5/08/03	Sunoco - gas	34.22
5/08/03	Lil Champ - gas	5.10
5/10/03	Handy Way 2777 - gas	29.66
5/10/03	Gate Food Post 1144 - gas	5.82
5/11/03	7-11 - gas	3.07
5/11/03	Hess Mart 09719 - gas	5.95
5/12/03	Airgas South CK 1820	109.35
5/12/03	Palm Beach Lincoln-Mercury - CK 1824	85.20
5/13/03	Pilot #090 - gas	4.30
5/13/03	Racetrac #255 - gas	3.51
5/13/03	Okeechobee Texaco - gas	36.34
5/15/03	Daniel Rich - machine work CK 1829	572.93
5/15/03	Richard LaRa - machine work CK 1828	97.50
5/15/03	FastBreak - Okee - gas	29.50
5/15/03	Florida Turnpike - toll	1.10
5/15/03	Racetrac #661 - gas	8.07
5/15/03	Ekonomy Enterprises - gas	10.63
5/15/03	Pilot Corporation - - gas	8.22
5/16/03	Florida Turnpike - Toll	.75
5/16/03	Circle K #7348 - gas	<u>27.84</u>
TOTAL		\$1103.20

Invoice No.	Date	Invoice Amount	Amount Paid	Discounts Taken	Credits Taken	Net Amount
05/07/03	05/08/03	1740.88	1740.88	0.00	0.00	1740.88
Net Check Amount						1740.88

5/8/03

MEMO TO: ECC

FROM: BLACK GOLD

RE: Bills presented for payment

4/17/03	Florida Turnpike - toll	\$ 7.60
4/30/03	Sunoco - Pt St. Lucie - gas	22.61
4/30/03	Racetrac #661 - gas	7.65
4/30/03	Sprint 1291- gas	6.88
4/30/03	Handy #79 - gas	4.76
5/01/03	Florida Turnpike - toll	3.30
5/01/03	Florida Turnpike - toll	1.10
5/01/03	Racetrac #553 - gas	8.70
5/01/03	Martin Downs Mobil - gas	4.97
5/03/03	Richard LaRa - machine work - CK 1805	221.00
5/03/03	Daniel Rich - fabrication - ck 1806	702.90
5/03/03	Racetrac #661-gas	14.73
5/03/03	Racetrac #680 - gas	11.86
5/03/03	Citgo - Vero - gas	8.98
5/05/03	Florida Turnpike - toll	1.10
5/02/03	Racetrac #553 - gas	14.03
5/05/03	Florida Turnpike - toll	1.10
5/05/03	Florida Turnpike - toll	.75
5/05/03	Florida Turnpike - toll	3.30
5/05/03	Fastbreak - Okeechobee - gas	26.89
5/05/03	Martin Downs Mobil - gas	25.67
5/05/03	South Bay - gas	8.54
5/06/03	Ekonomy Enterprises - gas	8.39
5/06/03	Racetrac #255 - gas	8.83
5/06/03	Chevron - gas	8.87
5/07/03	Florida Turnpike - toll	1.10
5/07/03	Martin Downs Mobil - gas	25.00
5/07/03	Racetrac # 680 - gas	19.15
5/07/03	Florida Turnpike - toll	1.10
5/07/03	Daniel Rich - machine work - ck 1815	410.02
5/07/03	Richard LaRa - machine work ck 1814	<u>150.00</u>
TOTAL		\$1740.88

OK FR

Invoice No.	Date	Invoice Amount	Amount Paid	Discounts Taken	Credits Taken	Net Amount
04/30/03	04/30/03	1644.12	1644.12	0.00	0.00	1644.12
Net Check Amount						1644.12

April 30, 2003

MEMO TO: ECC

FROM: BLACK GOLD

RE: Bills Presented for Payment

4/18/03	Florida Turnpike - toll	\$ 1.10
4/22/03	Sunshine Food #50 - gas	5.47
4/22/03	Okeechobee Shell - gas	5.21
4/22/03	Racetrac #661 - gas	7.93
4/22/03	Martin Downs Mobil - gas	32.47
4/23/03	Step Saver - gas	13.54
4/23/03	Fast Break - Okee - gas	8.44
4/23/03	Speedway 0080 Lake Worth - gas	5.84
4/25/03	Richard LaRa - machine work - ck 1793	390.00
4/25/03	Daniel Rich - fabrication, etc. NRFR	937.20
4/28/03	J'LU Chevron - gas	6.74
4/29/03	Florida Turnpike - toll	.75
4/29/03	Florida Turnpike - toll	3.30
4/29/03	Florida Turnpike - toll	1.10
4/29/03	Florida Turnpike - toll	.75
4/29/03	Florida Turnpike - toll	1.10
4/29/03	Airgas South - check 1799	106.69
4/24/03	Martin Downs Mobil - gas	13.71
4/24/03	RaceTrac #255 - gas	6.64
4/26/03	Racetrac #661 - gas	19.05
4/28/03	Handy Way 2157 - gas	25.50
4/29/03	Martin Downs Mobil - gas	14.09
4/29/03	Chevron - gas	6.36
4/29/03	Racetrac #661 - gas	31.14

TOTAL DUE

\$1644.12

*NRFR*

**PAID**

*ck 1356*

*4-30-03*

Invoice No.	Date	Invoice Amount	Amount Paid	Discounts Taken	Credits Taken	Net Amount
04/21/03	04/22/03	1040.11	1040.11	0.00	0.00	1040.11
Net Check Amount						1040.11

April 21, 2003

MEMO TO: ECC

FROM: BLACK GOLD

RE: Bills Presented for Payment

4/15/03	Midnight Farms - gas	\$ 40.61
4/15/03	Circle K #7348 - gas	5.50
4/16/03	Midnight Farms - gas	17.36
4/16/03	Florida Turnpike - toll	2.00
4/16/03	Florida Turnpike - toll	1.10
4/16/03	Palm Beach Lincoln-Mercury - resonator	85.01
4/17/03	Florida Turnpike - toll	1.10
4/17/03	Circle K #8348	2.93
4/17/03	Canoe Creek Citgo - gas	3.23
4/17/03	Martin Downs Mobil- gas	8.60
4/17/03	FastPay - gas	8.59
4/18/03	Racetrac #661 - gas	28.81
4/18/03	Step Saver - gas	23.23
4/20/03	Fast Break - gas	30.00
4/21/03	Daniel Rich - machine work ck 1790	559.46
4/21/03	Racetrac #661 - gas	20.19
4/21/03	Sparkle-N-Shine - car wash	21.29
4/21/03	Florida Turnpike - toll	1.10
4/21/03	Richard LaRa - machine work ck 1789	180.00
TOTAL		\$1040.11

**PAID**

4-22-03

Ck 1346



Vendor ID:BLACK

Vendor Name: Black G Id Fuel Mgt Syst

1344

Invoice No.	Date	Invoice Amount	Amount Paid	Discounts Taken	Credits Taken	Net Amount
04/14/03	04/15/03	1263.02	1263.02	0.00	0.00	1263.02
Net Check Amount						1263.02

4/14/03

MEMO TO: ECC

FROM: BLACK GOLD

RE: Bills presented for payment

4/6/03	Hess Mart - gas	\$ 27.50
4/7/03	Midnight Farms - gas	30.01
4/8/03	7-Eleven - gas	32.53
4/7/03	Fla Turnpike - toll	1.10
4/7/03	Fla Turnpike - toll	1.10
4/7/03	Fla Turnpike - toll	1.10
4/9/03	Martin Downs Mobil - gas	28.27
4/9/03	Chevron - gas	4.48
4/9/03	Racetrac #661 - gas	10.10
4/10/03	Sunoco - gas	21.50
4/10/03	Racetrac #255 - gas	5.01
4/14/03	Pilot #090 - gas	16.62
4/14/03	Racetrac RT680 - gas	24.18
4/14/03	Daniel Rich - machine work NRFR	759.52
4/14/03	Richard LaRa ck #1778 - machine work	300.00

TOTAL

\$1263.02

116  
DRP

**PAID**

4-15-03  
CK 1344

Vendor ID: BLACK

Vendor Name: Black Gold Fuel Mgt Syst

1328

Invoice No.	Date	Invoice Amount	Amount Paid	Discounts Taken	Credits Taken	Net Amount
04/07/03	04/07/03	950.71	950.71	0.00	0.00	950.71
Net Check Amount						950.71

4/07/03

MEMO TO: ECC

FROM: BLACK GOLD

RE: Bills presented for payment

3/25/03	Car Wash	\$ 19.00 ✓
3/25/03	Malabar Amoco - gas	5.36 ✓
3/25/03	Baron 204 - gas	29.95 ✓
3/25/03	Racetrac #661	4.39 ✓
3/26/03	Martin Downs Mobil - gas	34.20 ✓
3/27/03	Florida's Turnpike - toll	.75 ✓
3/27/03	Receipt 0017 - gas	3.80 ✓
3/27/03	Palm City Amoco - gas	20.61 ✓
3/27/03	Florida's Turnpike - toll	3.30 ✓
3/28/03	Fast Break - Okee - gas	2.92 ✓
3/28/03	Fast Break - Okee - gas	1.67 ✓
3/28/03	Exxon - Midnight Farms - gas	20.24 ✓
3/29/03	Fast Break - Okee - gas	17.90 ✓
3/31/03	Exxon - Midnight Farms - gas	45.48 ✓
3/31/03	Racetrac #661 - gas	10.18 ✓
3/31/03	Chevron - gas	4.61 ✓
4/01/03	Boca Raton Marathon - gas	27.99 ✓
4/01/03	Circle K #7348 - gas	6.00 ✓
4/04/03	Racetrac #680 - Okee - gas	31.46 ✓
4/04/03	Daniel Rich - fabrication for <u>NRFR</u> CK1764	223.65 ✓
4/04/03	Richard LaRa - machine work <u>NRFR</u> CK1765	90.00 ✓
4/05/03	Daniel Rich - drawings, shop time <u>NRFR</u> CK1762	287.25 ✓
4/05/03	Richard LaRa - machine work - <u>NRFR</u> CK 1751	60.00 ✓
TOTAL		950.71

5070  
7.00

1.67  
5.36  
29.95  
4.39  
34.20  
3.80  
20.61  
2.92  
1.67  
20.24  
17.90  
45.48  
10.18  
4.61

5070  
1.75  
3.32  
4.05

1162 Continued  
27.99  
6.00  
31.46  
266.55

5069  
223.65  
90.00  
287.25  
60.00  
660.90

**PAID**

ck 1328

Vendor ID:BLACK

Vendor Name: Black Gold Fuel Mgt Syst

1309

Invoice No.	Date	Invoice Amount	Amount Paid	Discounts Taken	Credits Taken	Net Amount
03/24/03	03/25/03	874.64	874.64	0.00	0.00	874.64
Net Check Amount						874.64

March 24, 2003

MEMO TO: ECC

FROM: BLACK GOLD

RE: Bills presented for payment

3/17/03	Step Saver - gas	\$ 35.41 ✓
3/17/03	Exxon Express Pay - gas	20.00 ✓
3/18/03	Florida Turnpike - toll	1.10
3/18/03	Florida Turnpike - toll	1.10
3/18/03	Florida Turnpike - toll	1.10
3/19/03	Martin Downs Mobil - gas	41.46
3/19/03	Texaco #6812 - gas	3.59
3/21/03	Prin Dor Food Store - gas	26.12
3/24/03	Malabar Amoco - gas	30.00
3/24/03	Step Saver Shell - gas	34.74
3/24/03	Daniel Rich - machine work	410.02
3/24/03	Richard LaRa - machine work ck #1739	<u>270.00</u>
TOTAL		\$874.64

1162  
All

**PAID**

ck 1309

3-25-03

Invoice No.	Date	Invoice Amount	Amount Paid	Discounts Taken	Credits Taken	Net Amount
03/17/03	03/17/03	1308.06	1308.06	0.00	0.00	1308.06
Net Check Amount						1308.06

March 17, 2003

TO: ECC

FROM: BLACK GOLD

RE: Bills Presented for Payment

Turner Industrial Supply Co. - part	\$ 69.72 ✓
Daniel Rich - materials and shop work	845.48 ✓
Richard LaRa - ck # 1730 - machine work	300.00 ✓
Florida Dept of Trans. - Toll 3/13/03	4.10 ✓
Circle K #7348 3/13/03 - gas	46.66 ✓
Texaco Inv 379495 - 3/16/03 - gas	<u>42.10 ✓</u>
TOTAL	\$ 1308.06

<u>1161</u>	<u>4110</u>	<u>5080</u>
69.72	845.48	4.10
46.66	<u>300.00</u>	
42.10	1145.48	
<u>158.48</u>		

**PAID**

Cr 1297



Invoice No.	Date	Invoice Amount	Amount Paid	Discounts Taken	Credits Taken	Net Amount
03/10/03	03/10/03	282.32	282.32	0.00	0.00	282.32
Net Check Amount						282.32

3/10/03

MEMO TO: ECC

FROM: BLACK GOLD

RE: Bills Presented for Payment

3/3/03	Florida Department of Transportation Toll	\$ 2.00 ✓
3/3/03	RaceTrac #255 - gas	6.29 ✓
3/3/03	Chevron - gas	10.27 ✓
3/3/03	Uupiter Sunoco - gas	46.67 ✓
3/4/03	National Food Mart - gas	6.58 ✓
3/4/03	Step Saver Shell - gas	13.13 ✓
3/4/03	Hess 1 Stop Express - gas	17.09 ✓
3/5/03	RaceTrac #680 - gas	18.31 ✓
3/5/03	RaceTrac #553 - gas	6.54 ✓
3/5/03	Marathon, Becks Food - gas	12.90 ✓
3/5/03	Midnight Farms Country Store - gas	2.64 ✓
3/5/03	Florida Department of Transportation Toll	3.30 ✓
3/6/03	Florida Department of Transportation Toll	1.10 ✓
3/6/03	Martin Downs Mobil - gas	20.18 ✓
3/6/03	Pelican Car Wash - truck wash	17.97 ✓
3/6/03	Airgas South - ck #1718	97.35 ✓

TOTAL

\$282.32

116 - *Change*  
to 1162

6.29

10.27

46.67

6.58

13.13

17.09

18.31

6.54

12.90

2.64

20.18

17.97

178.57

5020

2.10

3.30

1.10

6.40

58.35

97.35

**PAID**

ck 1289

3-10-03

5090 *1/2 vehicle*

Invoice No.	Date	Invoice Amount	Amount Paid	Discounts Taken	Credits Taken	Net Amount
03/03/03	03/04/03	320.54	320.54	0.00	0.00	320.54
Net Check Amount						320.54

March 3, 2003

TO: ECC

FROM: BLACK GOLD

RE: Bills presented for payment

2/25/03	Step Saver - gas	\$ 8.43 ✓
2/24/03	Chevron - gas	37.75 ✓
2/24/03	Chevron - gas	2.84 ✓
Turnpike	Toll 2/24/03	1.10 ✓
2/25/03	Chevron - gas	6.52 ✓
2/25/03	7-Eleven - gas	9.02 ✓
2/25/03	Unocal - gas	7.24 ✓
2/26/03	Racetrac #667 - gas	25.34 ✓
2/26/03	Step Saver - gas	9.35 ✓
2/26/03	Chevron - gas	10.72 ✓
Turnpike	Toll 2/26/03	1.10 ✓
Turnpike	Toll 2/26/03	1.10 ✓
Turnpike	Toll 2/27/03	2.40 ✓
Turnpike	Toll 2/27/03	1.10 ✓
2/27/03	Chevron - gas	1.82 ✓
2/27/03	Circle K #7482 - gas	3.99 ✓
2/27/03	Chevron - gas	4.08 ✓
2/27/03	Racetrac #680 - gas	17.60 ✓
2/27/03	CarWash	17.97 ✓
2/27/03	RaceTrac #667 - gas	8.95 ✓
2/28/03	ABC Auto Services - Shell - gas	6.84 ✓
2/28/03	Midnight Farms - gas	19.31 ✓
Turnpike	Toll 2/28/03	.75 ✓
Turnpike	Toll 2/28/03	2.20 ✓
2/28/03	Circle K #7348 - gas	3.17 ✓
2/28/03	Turnpike Citgo - gas	8.22 ✓
2/28/03	Pep Boys - Oil change, oil filter, K&N air filter	101.63 ✓

TOTAL

\$320.54

1.61 →	Continued	5080
37.75	17.60	1.10
2.84	9.35	1.10
6.52	6.84	1.10
9.02	19.31	2.40
7.24	3.17	1.10
25.34	8.22	.75
9.35	17.97	2.20
10.72	101.63	9.75
1.82		
3.99	315.95	

**PAID**  
Ck 1273

Vendor ID:BLACK

Vendor Name:Black G Id Fuel Mgt Syst

1263

Invoice No.	Date	Invoice Amount	Amount Paid	Discounts Taken	Credits Taken	Net Amount
02/24/03	02/24/03	905.13	905.13	0.00	0.00	905.13
Net Check Amount						905.13

February 24, 2003

MEMO TO: ECC

FROM: BLACK GOLD

RE: Bills Presented for Payment

Circle K - gas receipt 2/17/03	\$ 3.59 ✓
Chevron - gas receipt 2/17/03	7.44 ✓
Fast Break - gas receipt 2/17/03	26.15 ✓
Florida's Turnpike - Toll receipt 2/18/03	1.10 ✓
Florida's Turnpike - Toll receipt 2/19/03	1.10 ✓
Fast Pay Lil Champ - gas receipt 2/19/03	4.98 ✓
Racetrac #661 - gas receipt 2/19/03	7.17 ✓
Racetrac #667 - gas receipt 2/19/03	39.48 ✓
Florida Dept of Transportation - toll receipt 2/20/03	3.30 ✓
Florida's Turnpike - Toll receipt 2/20/03	.75 ✓
Circle K - gas receipt 2/20/03	20.07 ✓
Yvonne 's title work - Avalon Auto Sales ck #1691	328.00 ×
Yvonne's title work - Blaise Hoover Fee ck #1692	100.00 ×
Daniel Rich - materials and machine work ck#1693	690.00 ✓
Richard LaRa - machine work - ck #1695	<u>100.00 ✓</u>
TOTAL	\$1333.13

116  
250  
7.44  
26.15  
4.98  
7.17  
39.48  
20.07  
107.88

5080  
1.10  
1.10  
39.48  
7.17  
20.07

4.10  
328.00  
100.00  
752.60

Yvonne  
328.00  
100.00  
428.00

**PAID**

Ck 1263  
2-24-03

Vendor ID:BLACK

Vendor Name:Black Gold Fuel Mgt Syst

1254

Invoice No.	Date	Invoice Amount	Amount Paid	Discounts Taken	Credits Taken	Net Amount
02/17/03	02/17/03	248.68	248.68	0.00	0.00	248.68
Net Check Amount						248.68

2/17/03

MEMO TO: ECC

FROM: BLACK GOLD

RE: Bills presented for payment

Airgas South, Inv 110559561, ck 1683 - cylinder rental	\$106.69 ✓
Central Hydraulics, Inc. - Inv 242401 - check valve	26.38 ✓
Texaco - Tkt 91 002 387633 - gas	7.59 ✓
RaceTrac 680 - Tkt 067345-001 - gas	42.48 ✓
RaceTrac #661 - Tkt 104311-001 - gas	5.56 ✓
Florida Department of Transportation - Toll #4385	3.30 ✓
Step Saver Shell - RT# 50965180164 - gas	33.22 ✓
RaceTrac #661 - Tkt 104311-001- gas	8.56 ✓
Chevron #731 - gas	14.90 ✓
<b>TOTAL</b>	<b>\$248.68</b>

5035  
106.69

1161  
26.38  
7.59  
42.48  
5.56  
33.22  
8.56  
14.90  
248.68

5086  
3.30

**PAID**

Ck. 1254



Vendor ID:BLACK

Vendor Name: Black Gold Fuel Mgt Syst

1242

Invoice No.	Date	Invoice Amount	Amount Paid	Discounts Taken	Credits Taken	Net Amount
02/10/03	02/10/03	593.36	593.36	0.00	0.00	593.36
Net Check Amount						593.36

February 10, 2003

MEMO TO: SYD COOKE

FROM: BLACK GOLD

RE: Bills presented for payment

Daniel Rich - mechanical drawings CK 1657	\$ 495.00 ✓
Chebron #470, Inv. 3892909 - gas and car wash	40.20 ✓
Florida's Turnpike - Toll Trans #9999	1.10 ✓
Head Line, Station 47047048 - gas	25.32 ✓
Florida Turnpike Toll - Trans #8262	1.10 ✓
Step Saver Shell - Inv 0222919 - gas	<u>30.64 ✓</u>
TOTAL	\$ 593.36

<u>4110</u>	<u>1162</u>	<u>5080</u>
495.00	40.20	1.10
	25.32	<u>1.10</u>
	<u>30.64</u>	2.20
	96.16	

**PAID**  
2-10-03 #1242

Invoice No.	Date	Invoice Amount	Amount Paid	Discounts Taken	Credits Taken	Net Amount
Feb 3, 03	02/04/03	495.44	495.44	0.00	0.00	495.44
Net Check Amount						495.44

2/3/03

MEMO TO: ECC

FROM: BLACK GOLD

RE: Bills Presented for Payment

Daniel Rich - machine work	Check #1651	\$ 388.72✓
Department of Transportation - Toll Receipt	1/30/03	4.10✓
Circle K Inv	175632 - gas	34.67✓
Sparkle-N-Shine - car wash		15.97
Racetrac #661 Inv	104311-001 - gas	22.74✓
FastPay Ticket - Smokers Express Inv.	9645862 - gas	2.87✓
BP Station 47684543, Inv.	1354120001 - gas	18.00✓
Chevron Station, Inv.	6507493 - gas w/wash	8.37✓
TOTAL		\$ 495.44

4110  
388.72

1162  
34.67  
22.74  
2.87  
18.00  
8.37  
86.65

50.80  
4.10

50.90  
15.97

**PAID**  
Check 1229

Invoice No.	Date	Invoice Amount	Amount Paid	Discounts Taken	Credits Taken	Net Amount
01/30/03	01/30/03	4801.88	4801.88	0.00	0.00	4801.88
Net Check Amount						4801.88

January 30, 2003

MEMO TO: ECC

FROM: BLACK GOLD

RE: Bills Presented for Payment

Racetrac #661 - 104311-001 - gas	\$ 31.00 ✓
Richard LaRa - machine work - check #1644	400.00 ✓
National Food Mart Station 0210130 - gas	31.45 ✓
Step Saver Rcpt# 3-3905 - gas	20.01 ✓
Gasoline - Okeechobee RT600 - gas	27.80 ✓
Richard LaRa - machine work CK #1650	1230.00 ✓
Daniel Rich - materials and shop work	3061.62 ✓
<hr/>	
TOTAL	\$4801.88

4110  
400.00  
1230.00  
3061.62  

---

4691.62

1162  
31.00  
31.45  
20.01  
27.80  

---

110.26

**PAID**  
CK 1220  
1-30-03

Vendor ID:BLACK

Vendor Name:Black Gold Fuel Mgt Syst

1215

Invoice No.	Date	Invoice Amount	Amount Paid	Discounts Taken	Credits Taken	Net Amount
Jan 27, 03	01/27/03	149.53	149.53	0.00	0.00	149.53
Net Check Amount						149.53

January 27, 2003

MEMO T: ECC

FROM: BLACK GOLD

RE: Bills presented for payment

Florida Department of Transportation - Toll 1/24/03	\$ 4.10
Wurth USA, INC. - parts	118.06
McNam Enterprises Inv. U41 2961 - gas	<u>27.37</u>
TOTAL	\$149.53

5080  
4.10

1162  
118.06  
27.37  
145.43

**PAID**

ck 1215  
1/27/03



Invoice No.	Date	Invoice Amount	Amount Paid	Discounts Taken	Credits Taken	Net Amount
Jan 23, 03	01/23/03	1150.23	1150.23	0.00	0.00	1150.23
Net Check Amount						1150.23

1/23/03

MEMO TO: ECC

FROM: BLACK GOLD

RE: Bills presented for payment

✓ Fast Break 1/15/03 - gas	\$ 27.53 ✓
✓ Midnight Farms Country Store 1/15/03 - gas	10.00 ✓
✓ Lowe's - Sale #S1109JK1 609214 - aluminum	44.80 ✓
✓ Hess Express 09222 - Sale 343713 - gas	13.05 ✓
✓ Circle K Inv 182952 - gas	10.41 ✓
✓ Circle K Inv 154022 - gas	36.35 ✓
✓ Airgas South - monthly syclindr rental ck 1622	106.69 ✓
Circle K Inv 152159 - gas	2.79 ✓
✓ Goodway Oil Ticket 020100 - gas	2.85 ✓
✓ Speedway 8366 - gas	9.97 ✓
✓ On The Run Ticket 112509 - gas	4.57 ✓
✓ Trail J & J Auto Electric - Inv. 4442 - Battery	107.54 ✓
Florida's Turnpike - Trans # 8485 - toll	1.50 ✓
Circle K Inv 123549 - gas	39.16 ✓
Florida's Turnpike Trans #0742 - toll	1.10 ✓
Gasoline Station 47127543 - gas	5.84 ✓
Racetrac - 070587-001 - gas 4:08PM	16.90 ✓
Racetrac - 070587-001 - gas 10:14 AM	29.23 ✓
Palm Beach Car Wash	17.97 ✓
Florida Department of Transportation - toll 1/21/03	2.20 ✓
Florida Department of Transportation - toll 1/21/03	2.00 ✓
Racetrac - Okeechobee 1/22/03 - gas	18.42 ✓
Racetrac - Ormond Beach 1/22/03 - gas	5.00 ✓
Racetrac - Okeechobee 1/22/03 - gas	26.69 ✓
Action Performance - Sales Order #60101	607.67 ✓

TOTAL

\$1150.23

<u>1162</u>	<u>1162</u>	<u>5035</u>	<u>5080</u>	<u>5090</u>
27.53	18.42	106.69	1.50	17.97
10.00	5.00		2.20	
13.05	26.69		2.00	
10.41	44.80		5.90	
36.35	607.67			
2.79	107.54			
2.85				
9.97				
4.57				
39.16	1019.87			
1.10				
5.84				
16.90				
29.23				

**PAID**  
1-23-03  
ck 1210

Vendor ID:BLACK

Vendor Name: Black Gold Fuel Mgt Syst

Invoice No.	Date	Invoice Amount	Amount Paid	Discounts Taken	Credits Taken	Net Amount
Jan 12, 03	01/13/03	359.40	359.40	0.00	0.00	359.40
Net Check Amount						359.40

January 12, 2003

MEMO TO: ECC

FROM: BLACK GOLD

RE: Bills Presented for Payment

Florida Dept. of Transportation Toll Receipt #0296	\$ 3.30 ✓
Florida Dept. of Transportation Toll Receipt #3861	2.00 ✓
Emergency Automotive Service Co. - Tow	84.50 ✓
Trail J&J Auto Electric - Inv. 4380	68.00 ✓
Hydraulic Supply - RF3135698	51.84 ✓
Emergency Automotive Service Co. - Flatbed load in bay	35.00 ✓
Gasoline - Handyway Fruitland, FL	2.49 ✓
Gasoline - Handyway Fruitland, FL	12.89 ✓
Gasoline - Pilot - Ft. Pierce	28.92 ✓
Gasoline - Handyway Welaka, FL.	19.49 ✓
Car Wash at Sparkle-and-Shine	15.97 ✓
Emergency Automotive Service Co. - unload from bay	35.00 ✓
TOTAL	\$ 359.40

5080  
3.30  
2.00  
5.30

5069  
84.50  
35.00  
35.00  
68.00  
222.50

1162  
51.84  
2.49  
12.89  
28.92  
19.49  
115.63

5090  
15.97

**PAID**

CR 1187

1-13-02

1/6/03  
01/06/03 Bill  
Black Gold  
\$239.02

Handwritten

03/06/03  
11/11/03



January 6, 2003

MEMO TO: ECC

FROM: BLACK GOLD

RE: Bills Presented for Payment

The Home Depot	Sale 11 291	\$ 8.65
Lowes	Sale S1109PH2 603817	56.61
Broward Bolt	CK 1584	106.00
Lewis Marine Supply	Ref #00102010	<u>67.76</u>
TOTAL		\$ 239.02

**PAID**

*ck 1181*

*1162*  
239.02

Invoice No.	Date	Invoice Amount	Amount Paid	Discounts Taken	Credits Taken	Net Amount
Dec 30, 02	12/30/02	5525.10	5525.10	0.00	0.00	5525.10
Net Check Amount						5525.10

December 30, 2002

MEMO TO: ECC

FROM: BLACK GOLD

RE: Bills Presented for Payment

*NRFR*  
Daniel Rich, Check #1579 Machine work  
Daniel Rich, Check #1580 Machine/fabrication  
Richard LaRa, Check #1582 Machine work - labor

\$ 605.00 ✓  
3465.10 ✓  
1455.00 ✓

TOTAL

\$ 5525.10

*Handwritten calculation:*  
4110  
605.00  
3465.10  
1455.00  
5525.10

**PAID**

*CR 1167*



Invoice No.	Date	Invoice Amount	Amount Paid	Discounts Taken	Credits Taken	Net Amount
Dec 16, 02	12/16/02	633.25	633.25	0.00	0.00	633.25
Net Check Amount						633.25

December 16, 2002

TO: ECC

FROM: BLACK GOLD

RE: Bills Presented for Payment

NR	Florida Turnpike Toll Receipt #2511	\$ 1.10 ✓
	Florida Turnpike Toll Receipt #4482	1.10 ✓
	Florida Turnpike Toll Receipt #3865	1.10 ✓
	Florida Turnpike Toll Receipt #4882	1.10 ✓
	Florida Dept Transportation Toll Receipt #7992	3.30 ✓
	Florida Dept Transportation Toll Receipt #5559	2.00 ✓
	Racetrac #667 gas receipt	19.34 ✓
	Step Saver - gasoline receipt	19.30 ✓
	NAPA Inv. 121408	16.59 ✓
	Turner Industrial Supply Co. - INV. 1497259-0001-01	2.92 ✓
	Turner Industrial Supply Co. - INV. 1497213-0001-01	44.34 ✓
NR	Turner Industrial Supply Co. - INV. 1497293-0001-01	161.69 ✓
	B&B Fasteners - COD Check #1545	36.03 - *NEED RECEIPT
	Palm Beach Lincoln Mercury - INV 184870	16.96 ✓
	Palm Beach Lincoln Mercury - INV.184044	67.84 ✓
	Broward Bolt - Ticket No. 1539	27.35 ✓
	Industrial Hose & Hydraulics	107.61 ✓
	Airgas South - tank rental	103.58 ✓
	<b>TOTAL</b>	<b>\$ 633.25</b>

5080  
1.10  
1.10  
1.10  
1.10  
3.30  
2.00  
9.70

5090  
19.34  
19.30  
38.64

1162  
16.59  
2.92  
44.34  
161.69  
16.96  
67.84  
27.35  
107.61  
36.03\*  
481.33

5035  
103.58

**PAID**  
CR 1151

Invoice No.	Date	Invoice Amount	Amount Paid	Discounts Taken	Credits Taken	Net Amount
Dec 9, 02	12/10/02	771.63	771.63	0.00	0.00	771.63
Net Check Amount						771.63



December 9, 2002

TO: ECC

FROM: BLACK GOLD

RE: Bills presented for payment

Turner Industrial Supply - Inv. 1496343-0001-01	\$ 12.01
Daniel Rich - Inv. 022 materials, machine work	379.62
Richard LaRa - check # 1534 - machine work	330.00
Ronnie Griffis - fuel rails check # 1536	<u>50.00</u>
TOTAL	\$ 771.63

4110  
379.62  
330.00  
50.00  
759.62

1162  
12.01

**PAID**

Ch # 1130

12-10-02

Vendor ID:BLACK

Vendor Name:Black G Id Fuel Mgt Syst

Invoice No.	Date	Invoice Amount	Amount Paid	Discounts Taken	Credits Taken	Net Amount
Dec 2, 02	12/02/02	707.83	707.83	0.00	0.00	707.83
Net Check Amount						707.83

December 2, 2002

12/2/02

TO: ECC

FROM: BLACK GOLD

RE: BILLS PRESENTED FOR PAYMENT

Turner Industrial Supply - Inv. 1495822-0001-01

The Home Depot - materials

Daniel Rich - materials and machine work

Richard LaRa - machining check 1521

\$ 26.19 ✓

28.89 ✓

502.75 ✓

150.00 ✓

TOTAL

\$ 707.83

<u>4110</u>	<u>1162</u>
150.00	26.19
502.75	28.89
<u>652.75</u>	<u>55.08</u>

**PAID**  
Dec 11 16

**POSTED**

Vendor ID:BLACK

Vendor Name:Black G Id Fuel Mgt Syst

1104

Invoice No.	Date	Invoice Amount	Amount Paid	Discounts Taken	Credits Taken	Net Amount
Nov 25, 02	11/25/02	403.81	403.81	0 00	0 00	403 81
Net Check Amount						403 81

November 25, 2002

MEMO TO: ECC

FROM: BLACK GOLD

RE: Bills to be Paid

Tools-N-More Inv # 9-226113  
Turner Industrial Supply Co. Inv # 1495041-0001-01  
Turner Industrial Supply Co. Inv # 1495227-0001-01  
Richard LaRa - Fabrication - NRFR Check 1506  
Airgas South - cylinder rental Check 1507  
TOTAL

\$ 93.28✓  
49.85✓  
3.99✓  
150.00✓  
106.69✓  
\$ 403.81

4110  
150.00

4105  
49.85  
3.99  
93.28  
147.12

5035  
106.69

1311  
199.97

1321  
203.84

**PAID**  
4c 1104

**POSTED**



Invoice No.	Date	Invoice Amount	Amount Paid	Discounts Taken	Credits Taken	Net Amount
Nov 18, 02	11/18/02	581.88	581.88	0.00	0.00	581.88
Net Check Amount						581.88

November 18, 2002

MEMO TO: ECC

FROM: BLACK GOLD

RE: Bills Presented for Payment

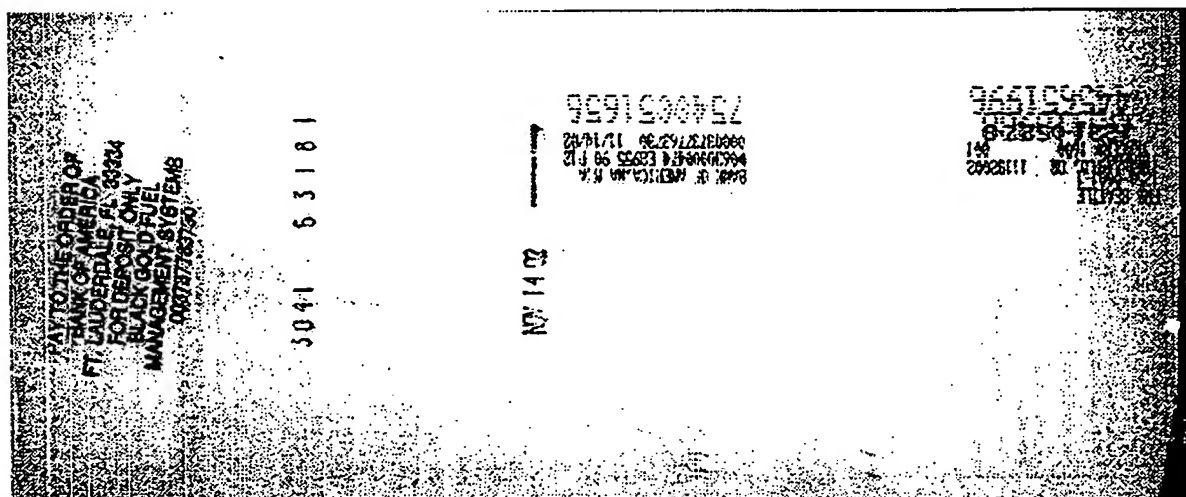
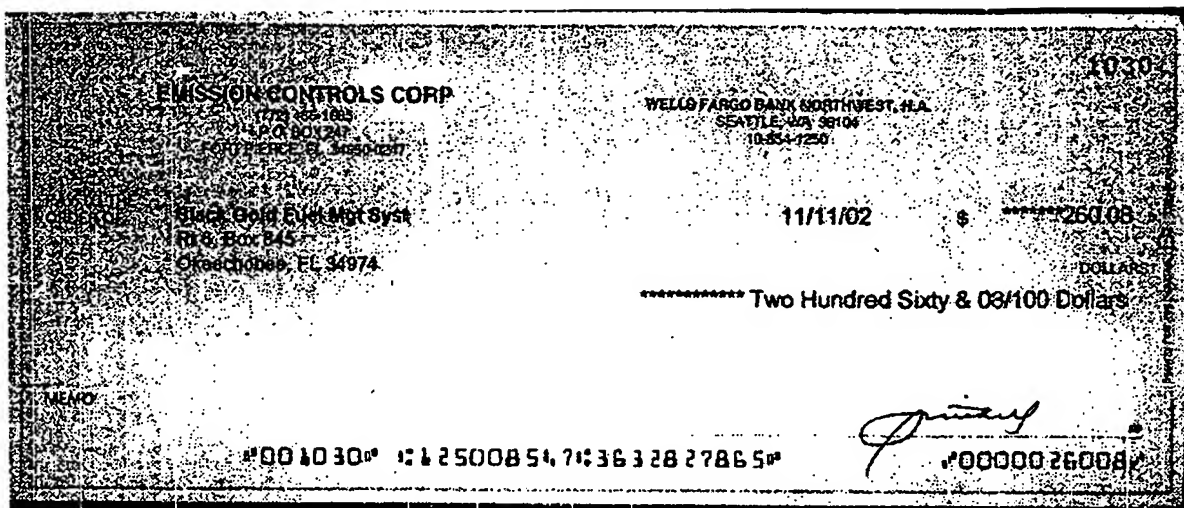
PODS ✓	Daniel Rich - Invoice No. 018	\$ 200.00 ✓
NRFR {	Turner Industrial Supply - Invoice No. 1494547-0001-01	88.27 ✓
	Boat US - Trans # 16795	18.01 ✓
	Palm Beach Lincoln Mercury - Inv. 160360	275.60 ✓
	TOTAL	\$ 581.88

4110	4105
<u>200-</u>	<u>88.27</u>
	18.01
	<u>275.60</u>
	381.88

**PAID**

CK 1099

**POSTED**



38353-27MAR03/AITEM,CL/SXC020/18-NOV-02/240680/000445651996/260.08/USD/1030/  
27-MAR-03/120/3632827865/MA /

Enclosed are the photocopied items you requested. For further assistance, please call 1-800-869-3557. (1-800-TO-WELLS) A separate fee for this service, as described in your account disclosure agreement, has been subtracted from your account.  
Thank you for banking with Wells Fargo - your Anytime Anywhere Bank.

EMISSION CONTROLS CORP  
3150 SW 42ND AVE  
PALM CITY FL 34990-5557

Group: G27MAR03-1556

November 11, 2002

MEMO TO: ECC

FROM: Black Gold

RE: Bills presented for payment

KRFR

Turner Industrial Supply Co., Inv. 1493324-0001-01	\$ 30.59
Speed & Truck World Ticket No. 27188	74.18
Speed & Truck World Ticket No. 27221	127.75
Turner Industrial Supply Co., Inv. 1493819-0001-01	<u>27.56</u>
TOTAL	\$260.08

**PAID**

461030

EMISSION CONTROLS CORP  
 (772) 485-1885  
 P.O. BOX 247  
 FORT PIERCE, FL 34950-0247

WELLS FARGO BANK NORTHWEST, N.A.  
 SEATTLE, WA 98104  
 19-854-1250

1018

PAY TO THE ORDER OF: Black Gold Fuel Mgt Syst  
 Rt 6 Box 845  
 Okeechobee, FL 34974

10/28/02 \$ \*\*\*\*\*953.17  
 DOLLARS

\*\*\*\*\* Nine Hundred Fifty Three & 17/100 Dollars

MEMO

001018 12500854703632827865 0000095317

PAY TO THE ORDER OF  
 BANK OF AMERICA  
 FT. LAUDERDALE, FL 33334  
 FOR DEPOSIT ONLY  
 BLACK GOLD FUEL  
 MANAGEMENT SYSTEMS  
 003797763730

3508 30455

7240047332  
 10/28/02 10:23:00  
 BANK OF AMERICA N.A.  
 FT. LAUDERDALE, FL 33334

20/12/01 10:23:00  
 BANK OF AMERICA N.A.  
 FT. LAUDERDALE, FL 33334

38333-27MAR03/AITEM,CL/JLV002/31-OCT-02/240680/000244557355/953.17/USD/1018/  
 01-APR-03/120/3632827865/MA /

Enclosed are the photocopied items you requested. For further assistance,  
 please call 1-800-869-3557. (1-800-TO-WELLS) A separate fee for this  
 service, as described in your account disclosure agreement, has been  
 subtracted from your account.  
 Thank you for banking with Wells Fargo - your Anytime Anywhere Bank.

EMISSION CONTROLS CORP  
 3150 SW 42ND AVE  
 PALM CITY FL 34990-5557

Group: G27MAR03-1556

OCTOBER 28, 2002

TO: ECC

FROM: BLACK GOLD

RE: BILLS PRESENTED FOR PAYMENT

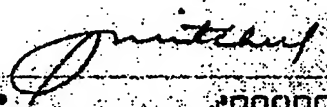
PODS

Daniel Rich Inv. 016 POD fabrication

\$ 953.17

**PAID**

WR-1018

<b>EMISSION CONTROLS CORP</b> 1721 8th Ave P.O. Box 217 Fort Pierce, FL 34901-0217		<b>WELLS FARGO BANK NORTHWEST, N.A.</b> SEATTLE, WA 98104 TEL 206 454 1250		1005
PAY TO THE ORDER OF	<b>Black Gold Fuel Mgt Syst</b> P.O. Box 845 Okaloosa, FL 34974	10/22/02	\$ 286.37	
		DOLLARS		
		***** Two Hundred Eighty Six & 37/100 Dollars		
MEMO				
⑈001005⑈ ⑆125008547⑆3632827865⑈		⑈0000028637⑈		

PAY TO THE ORDER OF BANK OF AMERICA FT. LAUDERDALE, FL 33324 FOR DEPOSIT ONLY BLACK GOLD FUEL MANAGEMENT SYSTEMS 001757780730	00/01/0077 20/02/01 06/02/01 000000 212 86 9183 200000000 WELLS FARGO BANK	00/01/0077 6-2250-0000 20/02/01 06/02/01 000000
---	---	---

38325-27MAR03/AITEM,CL/SXD010/28-OCT-02/240680/000442750815/286.37/USD/1005/  
 01-APR-03/120/3632827865/MA /

Enclosed are the photocopied items you requested. For further assistance,  
 please call 1-800-869-3557. (1-800-TO-WELLS) A separate fee for this  
 service, as described in your account disclosure agreement, has been  
 subtracted from your account.  
 Thank you for banking with Wells Fargo - your Anytime Anywhere Bank.

EMISSION CONTROLS CORP  
 3150 SW 42ND AVE  
 PALM CITY FL 34990-5557

Group: G27MAR03-1556

OCTOBER 21, 2002

TO: ECC

FROM: BLACK GOLD

RE: Bills Prese-~~ted~~ for Payment

*NRFX* Daniel Rich Invoice 015  
*LATER* David Pitts Moving  
TOTAL

\$ 186.37  
100.00  
\$ 286.37

**PAID**  
*✓ 10/21*



Vendor ID:BLACK

Vendor Name: Black Gold Fu I Mgt Syst

1094

Invoice No.	Date	Invoice Amount	Amount Paid	Discounts Taken	Credits Taken	Net Amount
Oct 14	10/14/02	708.97	708.97	0.00	0.00	708.97
Net Check Amount						708.97

October 14, 2002

TO: ECC

FROM: BLACK GOLD

RE: Bills presented for reimbursement

ABCR David Pitts - moving ck 1417

IRFR Daniel Rich - Inv. 013

\$ 100.00

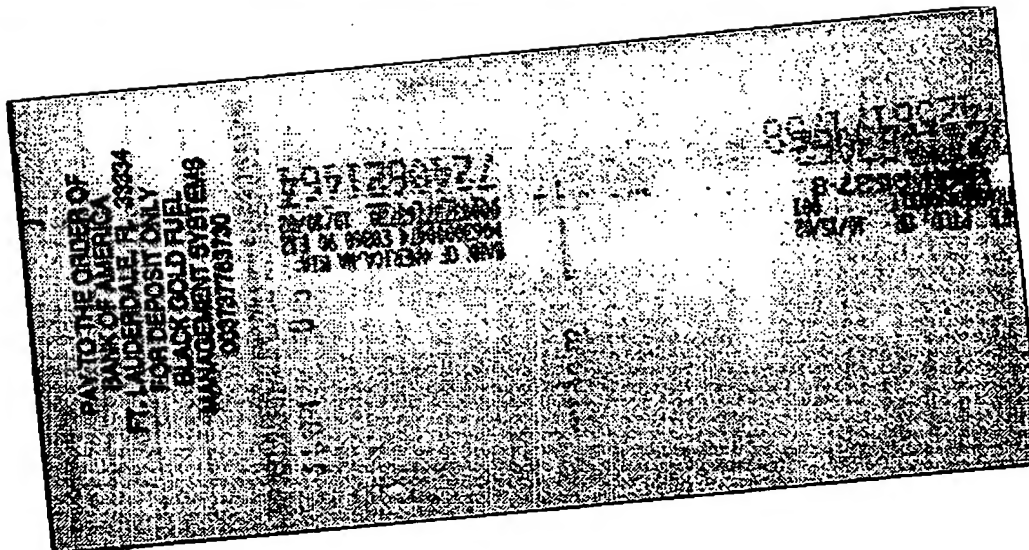
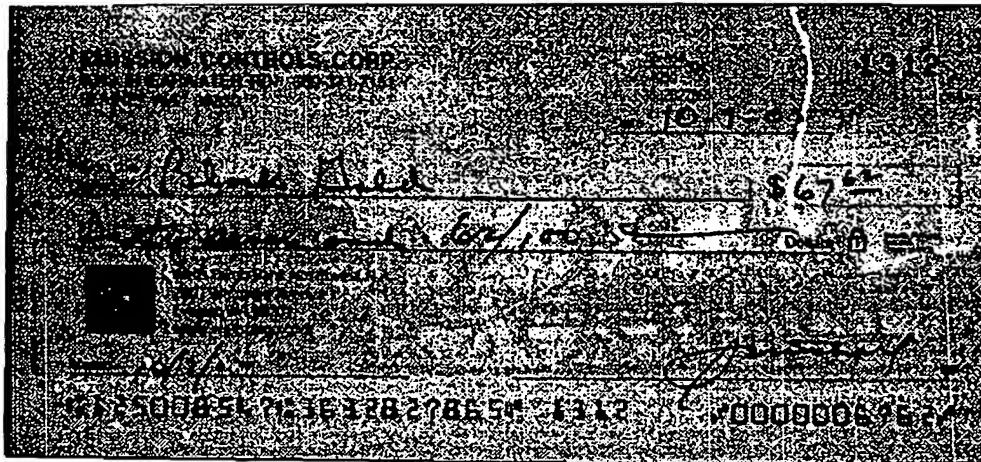
608.97

TOTAL

\$ 708.97

**PAID**

ck 1094



38311-27MAR03/AITEM,CL/SXD010/15-OCT-02/240680/000241083062/67.62/USD/1312/Y  
01-APR-03/120/3632827865/MA /

Enclosed are the photocopied items you requested. For further assistance,  
please call 1-800-869-3557. (1-800-TO-WELLS) A separate fee for this  
service, as described in your account disclosure agreement, has been  
subtracted from your account.  
Thank you for banking with Wells Fargo - your Anytime Anywhere Bank.

EMISSION CONTROLS CORP  
3150 SW 42ND AVE  
PALM CITY FL 34990-5557

Group: G27MAR03-1556

October 7, 2002

TO: ECC

FRPM: BLACK GOLD

RE: Bills presented for payment

*NRFR*  
Turner Industrial Supply - Inv. 1489733-0001-01  
Turner Industrial Supply - Inv. 1489578-0001-01  
Turner Industrial Supply - Inv. 1489632-0001-01  
TOTAL

\$ 13.86

46.22

7.54

\$ 67.62

*WF 1312*

*Handwritten*  
*10-7-02*

**PAID**

Vendor ID:BLACK

Vendor Name: Black G Id Fuel Mgt Syst

1085

Invoice No.	Date	Invoice Amount	Amount Paid	Discounts Taken	Credits Taken	Net Amount
Sep 30, 02	09/30/02	253.58	253.58	0.00	0.00	253.58
Net Check Amount						253.58

SEPTEMBER 30, 2002

MEMO TO: ECC

FROM: BLACK GOLD

RE: Bills presented for payment

Central Hydraulics, Inc. - Inv. 236344

\$ 253.58

**PAID**

CK 1085

Invoice No.	Date	Invoice Amount	Amount Paid	Discounts Taken	Credits Taken	Net Amount
092302	09/23/02	2062.20	2062.20	0.00	0.00	2062.20
Net Check Amount						2062.20

✓

September 23, 2002

TP: ECC

FROM: BLACK GOLD

RE: Bills presented for payment

H.R.F.R.	Home Depot - flat plate	\$ 3.05
	Turner Industrial Supply - INV 1487764-0001-01	77.94
	Mike's Mobil Repair - parts for T-Bird (economizer)	103.89
	Ronnie Griffis - Labor for <u>economizer</u> SK 1370	250.00
	Raceway Manufacturing - custom machining in-	
PODS	jector adapter	<u>1627.32</u>
	TOTAL	\$ 2062.20

<u>4101</u>	<u>4110</u>
3,05	250-
77,94	<u>      </u>
103,89	
<u>1627,32</u>	
<u>1812,20</u>	

1311  
1627.32

1321  
434.88

**PAID**  
461073



Invoice No.	Date	Invoice Amount	Amount Paid	Discounts Taken	Credits Taken	Net Amount
091602	09/16/02	846.45	846.45	0.00	0.00	846.45
Net Check Amount						846.45

September 16, 2002

TO: Emission Controls Corp.

FROM: Black Gold Fuel Management Systems, Inc.

RE: Bills presented for payment

NRFX

Suncoast Welding Supplies - cable and cable lugs	\$ 19.27
L.P. Marine - Cable floor	23.50
Suncoast Welding Supplies - cable and cable lugs	7.65
Turner Industrial Supply Co. - Inv. 1487199-0001-01	23.19
Raceway Manufacturing - custom machining - throttle body	447.84
Bonus to <sup>adaptors</sup> machinist for job well done	50.00
Daniel Rich - test-bench, generator; battery to gen. test	275.00
<b>TOTAL</b>	<b>\$ 846.45</b>

4101	4105	4110
<u>19.27</u>	<u>7.65</u>	<u>447.84</u>
23.50	<u>      </u>	50.00
23.19		<u>275.00</u>
<u>65.96</u>		<u>772.84</u>

**PAID**

461061

Invoice No.	Date	Invoice Amount	Amount Paid	Discounts Taken	Credits Taken	Net Amount
090902	09/09/02	280.34	280.34	0.00	0.00	280.34
Net Check Amount						280.34

✓  
September 9, 2002

MEMO TO: Emission Controls Corp.

RE: Black Gold Fuel Management System  
Bills presented for payment

PODS  
Palm Beach Lincoln-Mercury - Injectors  
Walmart Distilled water  
Walmart - water & container

\$ 267.12  
1.74  
11.48

TOTAL

\$ 280.34

**PAID**

4c 1051

Vendor ID:BLACKGOLD

Vendor Name:Black G Id Fuel Mgt Syst

Invoice No.	Date	Invoice Amount	Amount Paid	Discounts Taken	Credits Taken	Net Amount
9/3/02	09/04/02	1046.60	1046.60	0.00	0.00	1046.60
Net Check Amount						1046.60

September 3, 2002

TO: Emission Controls Corp.

FROM: Black Gold Fuel Management Systems, Inc.

RE: Bills presented for payment

PODS

Turner Industrial Supply Co. - Inv. 1495374-0001-01	\$ 170.58
Turner Industrial Supply Co. - Inv. 1485683-0001-01	31.75
Raceway Mfg. - Machining blocks for fuel manifold	479.25
Airgas - hydrogen regulator	215.02
T. Waldrup - aluminum materials - H2 project ck #1334	<u>150.00</u>
TOTAL	\$1,046.60

<u>4101</u>	<u>4110</u>	<u>1130</u>
170.58	479.25	215.02
31.75	<u>      </u>	<u>      </u>
156.00		
<u>352.33</u>		

**PAID**  
ck 1047

Vendor ID:BLACKGOLD

Vendor Name:Black G Id Fuel Mgt Syst

Invoice No.	Dat	Invoice Amount	Amount Paid	Discounts Taken	Credits Taken	Net Amount
Aug 26,02	08/26/02	988.01	988.01	0.00	0.00	988.01
Net Check Amount						988.01

August 26, 2002

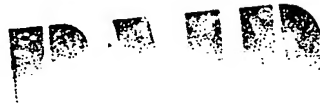
TO: Emission Controls Corp.

FROM: Black Gold Fuel Mgt.

RE: Bills presented for payment

PODS

Turner Industrial Supply Co.	\$ 30.10
Florida Irrigation Supply - Nipples	3.26
Florida Irrigation Supply - Nipples	4.65
Flis Parts & Service - injector nozzles & fuel block	650.00
Raceway Manufacturing - check 1322 - materials to build injector nozzles and throttle bodies	300.00
	<hr/>
TOTAL	\$ 988.01



CL 1037



Vendor ID:BLACKGOLD

Vendor Name:Black Gold Fuel Mgt Syst

Invoice No.	Date	Invoice Amount	Amount Paid	Discounts Taken	Credits Taken	Net Amount
8/2202	08/22/02	1422.87	1422.87	0.00	0.00	1422.87
Net Check Amount						1422.87

August 22, 2002

TO: Emission Controls Corp.

From: Black Gold Fuel Management

RE: Bills presented for reimbursement

ops  
Daniel Rich - Invoice 011 - Contract work \$ 974.52  
Raceway Manufacturing - machineing 424.00  
Turner Industrial Supply - Inv. 1484891-0001-01 24.35

TOTAL \$1422.87

PAID

ck 1033

Invoice No.	Date	Invoice Amount	Amount Paid	Discounts Taken	Credits Taken	Net Amount
081901	08/19/02	210.13	210.13	0.00	0.00	210.13
Net Check Amount						210.13

August 19, 2002

TO: Emission Controls Corp.

From: Black Gold Fuel Management

RE: Bills presented for payment

NRFR  
Palm Beach Lincoln-Mercury - parts  
Auto Zone 1238  
NAPA Auto Parts  
TOTAL

\$ 100.70  
3.18  
106.25  
\$ 210.13

**PAID**

Ck 1029

Vendor ID:BLACKGOLD

Vendor Name:Black G Id Fuel Mgt Syst

Invoice No.	Date	Invoice Amount	Amount Paid	Discounts Taken	Credits Taken	Net Amount
Reimb 10	08/13/02	5282.10	5282.10	0.00	0.00	5282.10
CONSULTAUG08/10/02		8000.00	8000.00	0.00	0.00	8000.00
Net Check Amount						13282.10

August 12, 2002

TO: Emission Controls Corp.

From: Black Gold Fuel Management Systems, Inc.

RE: Bills presented for reimbursement

NRFR {

Turner Industrial Supply Co. - Inv. 1483286-0001-01	\$ 111.80
" " " " " 1483266-0001-01	26.54
" " " " " 1483533-0001-01	94.87
NAPA Auto Parts	48.89
Legal Fees - foriegn patents - FMS	5,000.00
TOTAL	\$5,282.10

1321

---

111.80  
26.54  
94.87  
48.89

---

282.10

6095

---

5000.00

**PAID**  
ck 1018

**McHALE & SLAVIN, P.A.**  
**4440 PGA BLVD., SUITE 402**  
**PALM BEACH GARDENS, FL 33410**  
**Telephone 561-625-6575**  
**Facsimile 561-625-6572**  
**(EIN #63-0398772)**

Shetley, Michael Cobb  
 Route 6 - Box 845  
 Okeechobee FL 34974

General Matters

Page: 1  
 09/03/02  
 Account No: 1219-000  
 Statement No: 25566

Payments

08/21/02	Retainer	-5,000.00
	Credit Balance	<u>-5,000.00</u>

Account No: 1219-001  
 Statement No: 25565

Prov Appln 60/386,029-Diesel Engine Fuel Filter..



Description of services rendered

	Hours	
08/06/02 MAS Letter to Michael Shetley regarding receipt of the Official Filing Receipt and grant of the foreign filing rights, and need to file a utility patent before June 4, 2003.	0.10	25.00
For Current Services Rendered	0.10	25.00
Total fees & expenses for services rendered		25.00
Previous Balance		980.00

Payments

08/09/02	Cost Payment - Thank you.	-80.00
	Balance Due	<u>925.00</u>
	Total Credit Balance	<u>-54,975.00</u>

Make checks payable to "McHALE & SLAVIN, P.A." and forward to the above captioned address. Payment due within 15 days of receipt, 1.10/month surcharge thereafter. Firm retains the right to withdraw for lack of prompt payment. Thank you

<b>BLACK GOLD FUEL</b> 11-01 <b>MANAGEMENT SYSTEMS</b>		<b>1307</b>
Date <u>8/14/02</u>		03-27/031 R. 728
Pay to the Order of	<u>MELTA/0 E SLAVIN, P.A.</u>	\$ <u>5,000.00</u>
<u>Five Thousand 00/100</u>		Dollars @ 
<b>Bank of America.</b> 		
ACH R/T 083100277		
For	<u>ATTY RETAINER #1219</u>	<u>Michael C. Shetley</u>
<u>FUEL MGMT SUST.</u>		
⑆063100277⑆ 003737763730⑈ 1307 ⑈0000500000⑈		

©2002 American GUARANTEED SAFETY BLUE INK



Invoice No.	Date	Invoice Amount	Amount Paid	Discounts Taken	Credits Taken	Net Amount
8/5/02	08/05/02	90.65	90.65	0.00	0.00	90.65
Net Check Amount						90.65

August 5, 2002

TO: Emission Controls Corp.

FROM: Black Gold FMS

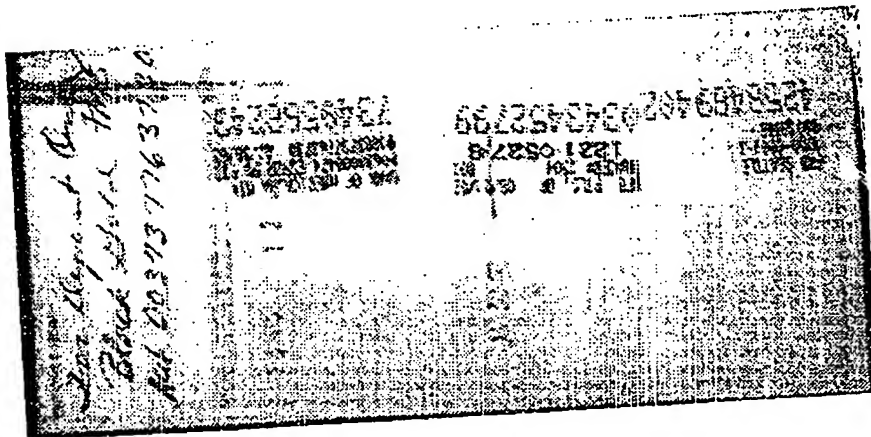
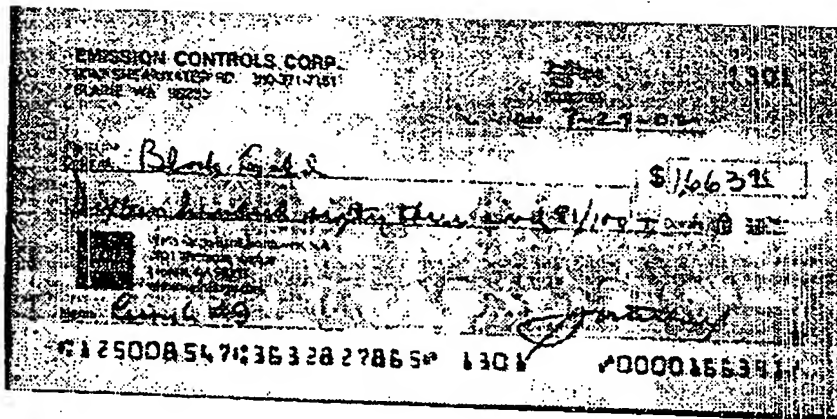
RE: Bills presented for reimbursement

Triangle Iron Works, Inc.	\$ 35.21
NAPA Auto Parts	23.64
Turner Industrial Supply	10.13
Turner Industrial Supply	21.67
	<hr/>
TOTAL	\$ 90.65

**PAID**

*Ck 1008*

*8-5-02*



38436-27MAR03/AITEM,CL/DXM000/01-AUG-02/240680/000343452799/1,663.91/U/1301/  
30-MAR-03/120/3632827865/MA /

Enclosed are the photocopied items you requested. For further assistance, please call 1-800-869-3557. (1-800-TO-WELLS) A separate fee for this service, as described in your account disclosure agreement, has been subtracted from your account.

Thank you for banking with Wells Fargo - your Anytime Anywhere Bank.

EMISSION CONTROLS CORP  
3150 SW 42ND AVE  
PALM CITY FL 34990-5557

Group: G27MAR03-1556

July 29, 2002

TO: Emission Controls Corp.

FROM: Black Gold FMS

RE: Bills presented for reimbursement

*POB* Daniel Rich - Invoice 010 - contract work  
Turner Industrial Supply Co. - parts  
Causeway Lumber Co. - supplies  
Turner Industrial Supply Co. - pipe, clamp, screw  
Raceway Mfg. - machining

\$ 935.00 ✓  
143.31 ✓  
6.72 ✓  
3.78 ✓  
575.10

TOTAL

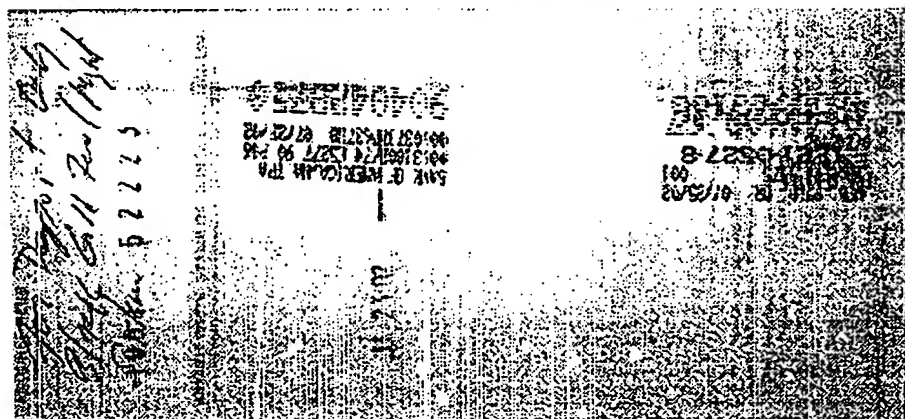
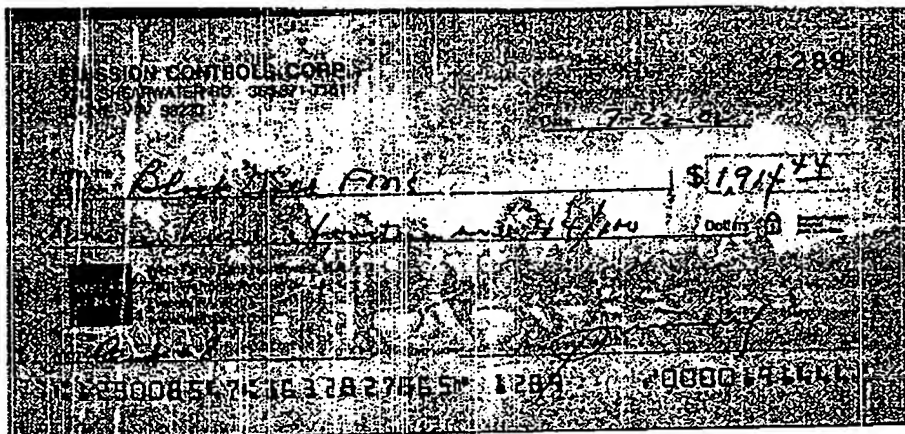
\$1663.91

**PAID**

✓ 1301  
#9

7-29-02  
Wells Fargo  
Handwritten

<u>4110</u>	<u>4101</u>
935.00	143.31
575.10	6.72
<u>1510.10</u>	3.78
152.81	<u>153.81</u>
<u>1663.91</u>	



38422-27MAR03/AITEM,CL/LXM006/25-JUL-02/240680/000141109267/1,914.44/U/1289/  
31-MAR-03/120/3632827865/MA /

Enclosed are the photocopied items you requested. For further assistance, please call 1-800-869-3557. (1-800-TO-WELLS) A separate fee for this service, as described in your account disclosure agreement, has been subtracted from your account.

Thank you for banking with Wells Fargo - your Anytime Anywhere Bank.

EMISSION CONTROLS CORP  
3150 SW 42ND AVE  
PALM CITY FL 34990-5557

Group: G27MAR03-1556



July 22, 2002

To: Emission Controls Corp

From: Black Gold FMS

Re: Bills Presented for Reimbursement

POD9 Daniel Rich - Inv #004 + #005  
outside contract work

1772.96

POD9 Morgan Bros Supply  
Inv 355151

128.94

\$1901.90

TOTAL

(Acc Adw m+11)

12.54

\$1,914.44

**PAID**

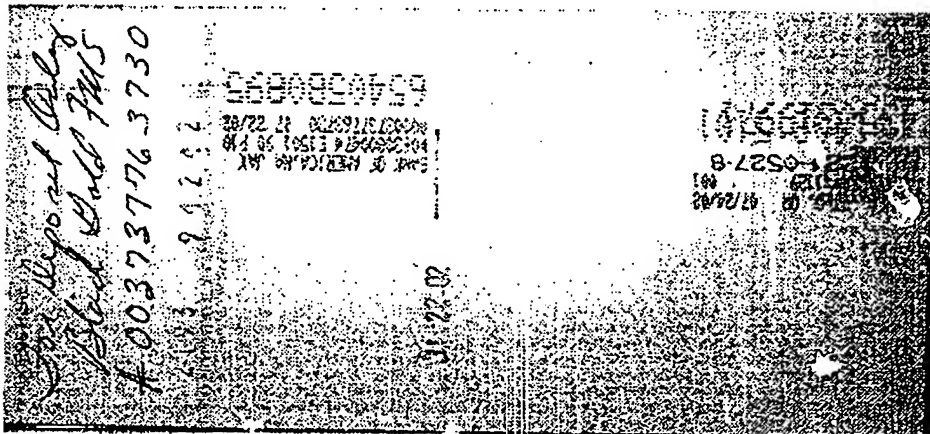
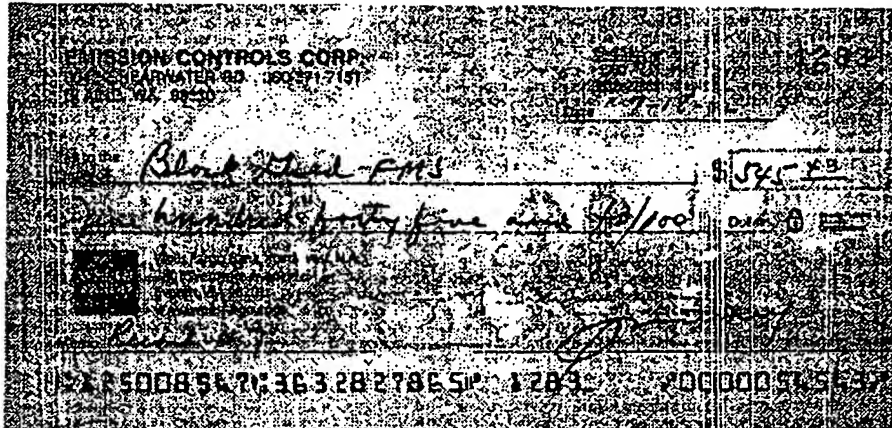
✓ 1289

7-22-02

Wells Fargo

Handwritten

✓



38421-27MAR03/AITEM,CL/LXB009/24-JUL-02/240680/000140815101/545.43/USD/1283/  
28-MAR-03/120/3632827865/MA /

Enclosed is the item you requested. Unfortunately this copy represents the best quality we can provide. We apologize for any inconvenience this may cause. If you require further assistance with this photocopy request, please contact the Photo Retrieval Unit at 1-866-861-1624. All other inquiries should be directed to 1-800-TO-WELLS.

EMISSION CONTROLS CORP  
3150 SW 42ND AVE  
PALM CITY FL 34990-5557

Group: G27MAR03-1556

July 18, 2002

TO: Emission Controls Corp.

FROM: Black Gold FMS

RE: Bills presented for reimbursement

PODS {

Lowe's - coupling	\$ 4.16
Home Depot - Qwik Ell	9.88
Suncoast Welding Supplies - Wire spool, misc.	58.54
Broward Bolt, Inc. - misc hardware	13.43
Turner Industrial Supply - Brass nipples, bushings	
Teflon tape	26.11
Sears - Battery	97.90
Broward Bolt, Inc. - misc. hardware	15.80
Bennett Auto Supply - fuel injectors	199.28
Bennett Auto Supply - Glow plugs	<u>120.33</u>
TOTAL DUE	\$ 545.43

**PAID**

✓ 1283

Wells Fargo  
Handwritten  
7-18-02

47





✓

July 15, 2002

TO: Emission Controls Corp.

FROM: Black Gold FMS

RE: Bills presented for reimbursement

g {  
Lowe's - misc. hardware \$ 46.99  
A-1 Metal Supply Corp. - pipe 8.59  
Hydraulic Supply Company - Barksdale Pressure Switch 117.75  
Dan Rich - Assemble generator core, Pipe pipe caps,  
pipe dies, work on container Inv. 002 and 003 901.18  
Airgas - regulator, hose, nipple, fuel nut 328.38  
Raceway Mfg. - custom machining work 362.65  
Tips for two machinists as promised for quick work 200.00  
  
TOTAL \$ 1965.54

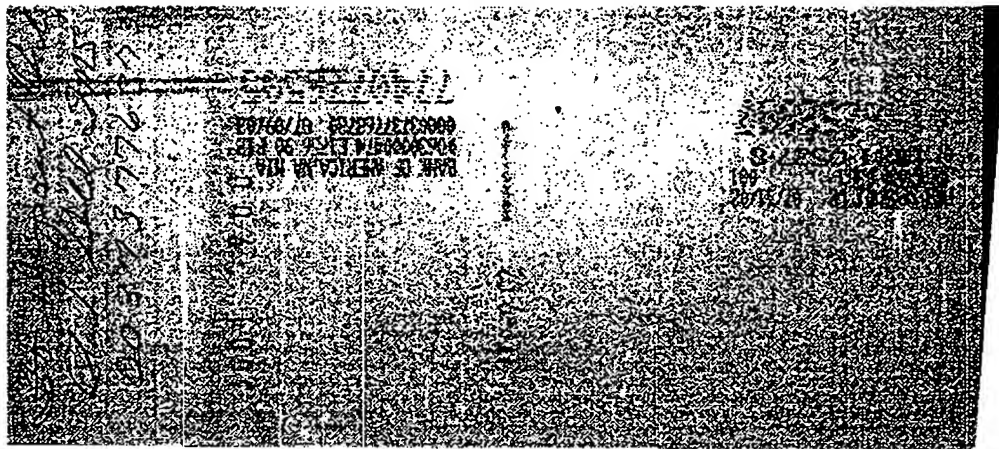
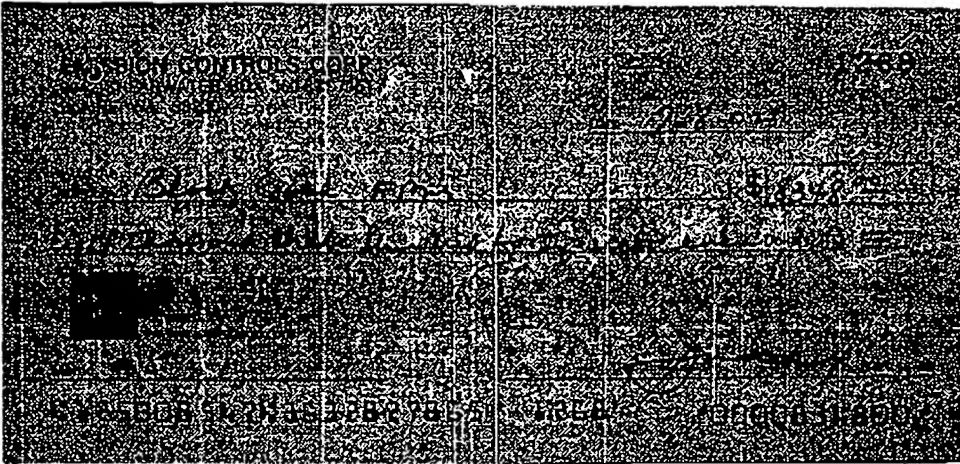
**PAID**  
✓ 1274  
7-15-02  
Handwritten  
WF

NOTE: Monthly Consultant Fee 8,000 ~~\$8,666.67~~  
(~~\$104,000.00 ÷ 12 = \$8,666.67~~)  
mine pick up later.

Q

**PAID** ✓  
✓ 1273 WF Handwritten  
7/18/02

4101	4110	1130
46.99	901.18	328.38 ✓
8.59	362.65	
117.75	200.00	
<u>17333</u> ✓	<u>146383</u>	



38401-27MAR03/AITEM,CL/JLV002/11-JUL-02/240680/000146268947/8,348.00/U/1268/  
01-APR-03/120/3632827865/MA /

Enclosed are the photocopied items you requested. For further assistance,  
please call 1-800-869-3557. (1-800-TO-WELLS) A separate fee for this  
service, as described in your account disclosure agreement, has been  
subtracted from your account.

Thank you for banking with Wells Fargo - your Anytime Anywhere Bank.

EMISSION CONTROLS CORP  
3150 SW 42ND AVE  
PALM CITY FL 34990-5557

Group: G27MAR03-1556

July 8, 2002

TO: Emission Controls Corp.

FROM: Black Gold FMS

RE: Expenditures to be reimbursed

EQUIP.  
R & D

Daniel Rich - Shop time - Bread Board 6/22	\$ 715.00 ✓
Daniel Rich - Shop time - Bread Board 6/28	495.00 ✓
Noah Smith - Time and expenses @ Auction for purchase of 2 cars (this fee standard whether we buy or not) CK #1224	200.00 ✓
Noah Smith - Fee for use of license to purchase two cars (\$500 each car) CK # 1224	1,000.00 ✓
Daytona Auto Auction - Purchase of 2 cars + fees	4,910.00 ✓
C & S Towing Service - delivery of 2 cars to shop	320.00 ✓
Rick Ulrich - cutting plates (177 @ \$4) CK #1226	708.00

TOTAL

\$ 8,348.00

<u>4110</u>	<u>5051</u>	<u>1132</u>	<u>5090</u>
715.00	1000-	4910.00	320.00
495.00	<u>✓</u>	<u>✓</u>	<u>✓</u>
200.00			
708.00			
<u>2118.00</u>			
<u>✓</u>			

**PAID**

✓ 1268

#5



7/1/02

TO: Emission Controls Corp.

FROM: Black Gold Fuel Management Systems, Inc.

RE: Bills presented for reimbursement

PODS {

Romstel, Inc. - nuts and bolts	\$ 25.60
Broward Bolt, Inc. - set screws	21.80
Ken's Lawn Service - paid cash for ECC cks 1244 and 1248 (Bank would not cash for him)	120.00
Bailey Motor Equipment Co. - mixers	461.02
Amazon Hose & Rubber Company - air duct hose	121.90
Raceway Manufacturing - machining	85.20
TOTAL DUE	\$ 835.52

120 -

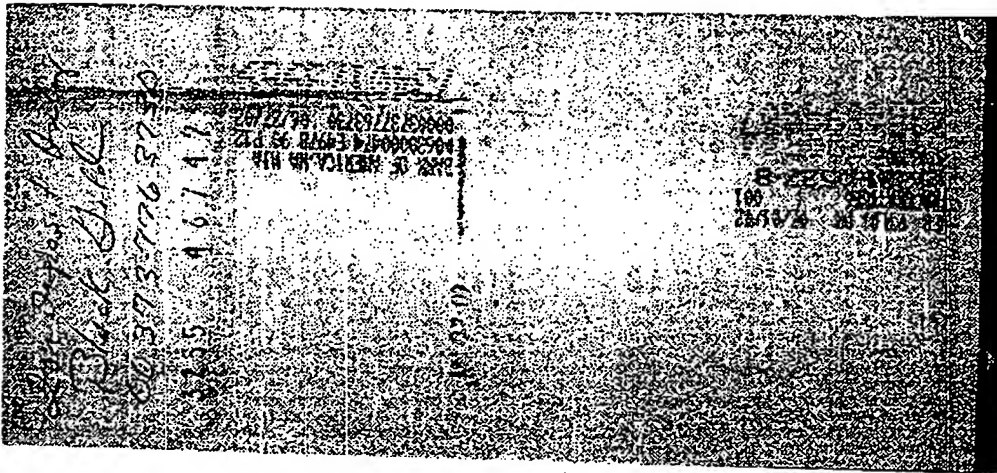
715.52

#15

**PAID**

✓ 1257

Handwritten  
WF  
6-30-02



38385-27MAR03/AITEM,CL/JLV002/01-JUL-02/240680/000142799544/2,512.16/U/1247/  
01-APR-03/120/3632827865/MA /

Enclosed are the photocopied items you requested. For further assistance,  
please call 1-800-869-3557. (1-800-TO-WELLS) A separate fee for this  
service, as described in your account disclosure agreement, has been  
subtracted from your account.  
Thank you for banking with Wells Fargo - your Anytime Anywhere Bank.

EMISSION CONTROLS CORP  
3150 SW 42ND AVE  
PALM CITY FL 34990-5557

Group: G27MAR03-1556

6/25/02

TO: Emission Controls Corp.

FROM: Black Gold

RE: Bills presented for reimbursement

Materials for fence installed by Quality Fence Company:

248' x \$6 - grey slats \$ 1488.00  
248' x \$3 - fence 744.00  
5 gates @ \$150 750.00  
Total Price \$ 2982.00  
Less 20% discount (596.40)  
\$ 2385.60

\$ 2385.60

1135

Lowe's - flex coup, reducer

30.60

Raceway Manufacturing - machining parts (mixer adapter)

95.96

TOTAL

\$ 2512.16

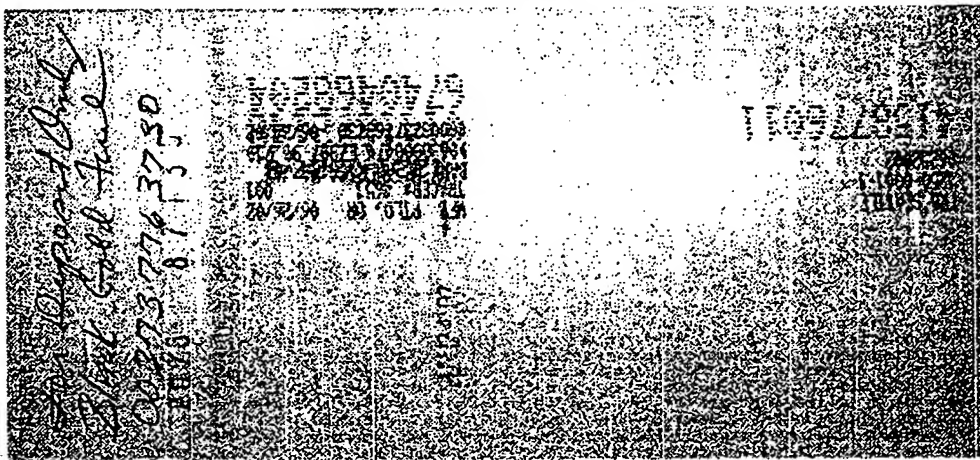
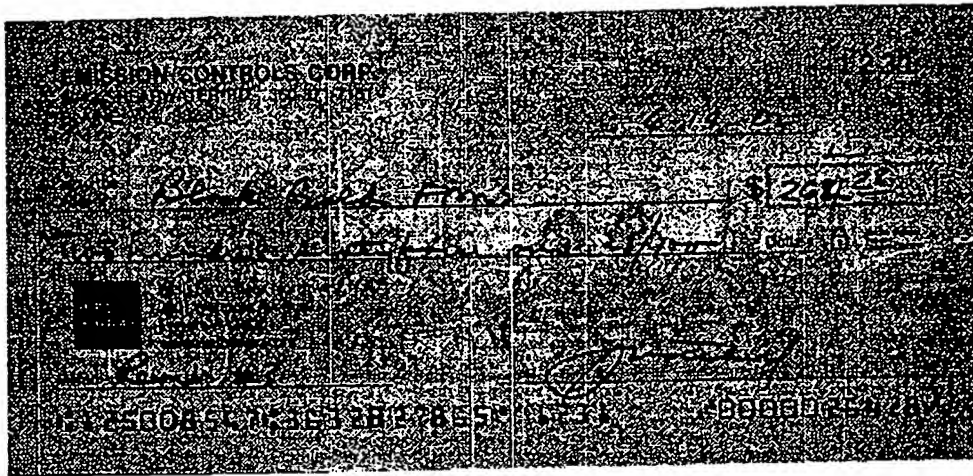
PAID

✓ 1247

#4

Handwritten  
WF  
6-25-02





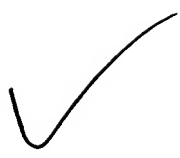
38372-27MAR03/AITEM,CL/JLV002/26-JUN-02/240680/000141672148/264.28/USD/1231/  
01-APR-03/120/3632827865/MA /

Enclosed are the photocopied items you requested. For further assistance,  
please call 1-800-869-3557. (1-800-TO-WELLS) A separate fee for this  
service, as described in your account disclosure agreement, has been  
subtracted from your account.

Thank you for banking with Wells Fargo - your Anytime Anywhere Bank.

EMISSION CONTROLS CORP  
3150 SW 42ND AVE  
PALM CITY FL 34990-5557

Group: G27MAR03-1556



6/18/02

EMISSION CONTROLS CORP.

Bills paid by Black Gold to be reimbursed:

2469

Sun Stoppers (window tint door and one window)	6/3/02 ✓	\$ 75.00 ✓	CK 1159
Speed & Truck World. K&N Filter system	6/10/02 ✓	264.95 ✓	Cash
Ron Norton, deposit on machine work - gas reformer	6/11/02 ✓	500.00 ✓	CK 1173
Lowe's - Table for lab, mailbox, etc.	6/13/02 ✓	245.42 ✓	CK 1174
Merritt Marine Supply - silicone	6/13/02 ✓	5.51 ✓	Cash
Ron Norton - mixer adapter	6/14/02 ✓	<u>100.00</u> ✓	Cash
TOTAL BILLS		\$1,190.88	

LESS: \$550.00 error in previous summary ✓  
\$376.60 reimbursement from landlord for ✓  
Fire Equipment invoice earlier paid

(550.00) ✓

(376.60) ✓

AMOUNT DUE BLACK GOLD

\$ 264.28

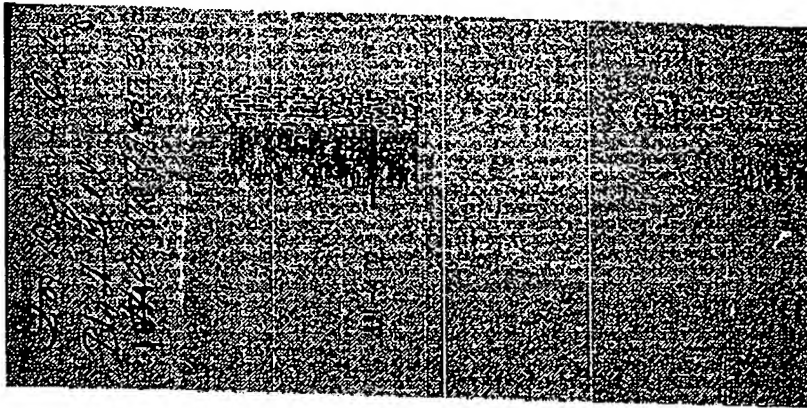
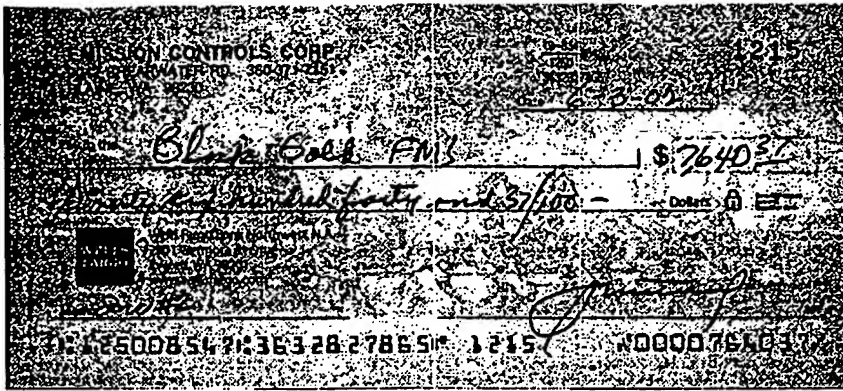
POSTED

#3

Handwritten  
6-14-02

PAID

✓ 1231



38519-27MAR03/AITEM,CL/MCR003/06-JUN-02/240680/000145165940/7,640.37/U/1215/  
30-MAR-03/120/3632827865/MA /

Enclosed are the photocopied items you requested. For further assistance,  
please call 1-800-869-3557. (1-800-TO-WELLS) A separate fee for this  
service, as described in your account disclosure agreement, has been  
subtracted from your account.

Thank you for banking with Wells Fargo - your Anytime Anywhere Bank.

EMISSION CONTROLS CORP  
3150 SW 42ND AVE  
PALM CITY FL 34990-5557

Group: G27MAR03-1556

EMISSION CONTROLS CORP.

Bills paid by Black Gold (copies of invoices attached):

Quality Fence Co. - deposit \$ 900.00 ✓  
 Park's Rental, Inc. - pressure washer rental ✓ 104.75 ✓  
 Home Depot - Air compressor, supplies ✓ 762.68 ✓  
 Fire Equipment Services - recharge extinguishers, repair emergency lights and batteries ✓ 341.60 ✓  
 Park's Rental, Inc. - pressure washer rental ✓ 124.39 ✓  
 Advance Scientific & Chemical - potassium hydro. ✓ 66.25 ✓  
 Home Depot - Paint sprayer and supplies ✓ 145.72 ✓  
 PS Business Interiors - ofc. cubicles & furniture ✓ 1224.75 ✓  
 John Ercholai - delivery charge (furniture/set-up) ✓ 300.00 ✓  
 Richmond Electric - install electric outlets ✓ 835.00 ✓  
 Kenneth Noel - Ken's Lawn Service 1st cut ✓ 125.00 ✓  
 Sun Stoppers - window tinting doors/windows ✓ 532.50 ✓  
 Home Depot - Paint buckets, rollers, trays ✓ 17.24 ✓  
 Home Depot - Paint and supplies ✓ 132.91 ✓  
 Home Depot - Floor paint ✓ 52.65 ✓  
 B&B Janitorial Service - clean/strip/was office flr ✓ 314.17 ✓  
 David Pitts - (helper w/painting, cleaning, hookups) ✓ 650.00 ✓  
 Florida Awning - replace front door & window glass ✓ 460.76 ✓  
 TOTAL TO BE REIMBURSED \$7640.37

Depr  
Sched

5010

900.00  
 341.60  
 145.72  
 835.00  
 532.50  
 17.24  
 132.91  
 52.65  
 460.76

5035

104.75  
 124.39

1130 762.68

5068 66.25

**PAID**

Ecc ✓ 1215

5069 300.00  
 650.00

1125 1224.75

7090.37

5041 314.17

550<sup>2</sup> Jan C/C

**McHALE & SLAVIN, P.A.**

ATTORNEYS AT LAW

PALM BEACH

FIRST UNION CENTER  
SUITE 402, 4440 PGA BOULEVARD  
PALM BEACH GARDENS, FLORIDA 33410  
e-mail: palmbeach@mspatents.com  
TELEPHONE (561) 625-6575  
FACSIMILE (561) 625-6572

U.S. & INTERNATIONAL  
PATENTS, TRADEMARKS, COPYRIGHTS,  
RELATED LICENSING & LITIGATION

MIAMI

e-mail: miami@mspatents.com  
TELEPHONE (305) 374-3311  
FACSIMILE (305) 374-5232

CHICAGO

e-mail: chicago@mspatents.com  
TELEPHONE (312) 939-2515

September 9, 2002

**CONFIDENTIAL  
ATTORNEY-CLIENT PRIVILEGE**

Emission Controls Corp.  
Attn: Syd Cooke  
P.O. Box 247  
Ft. Pierce, FL 34950-0247

RE: Engagement of Services

Dear Mr. Cooke:

During our meeting with Michael Shetley at your facility in Fort Pierce on September 5, 2002, Mr. Shetley disclosed three devices, (Natural Resources Fuel Reformer; Diesel Emission Control System; The Economizer), which are to be patented by E.C.C. McHale & Slavin, P.A. is pleased to accept engagement as the U.S. Patent attorneys for ECC's intellectual property requirements. Our representation is limited to intellectual property matters including patents, trademarks, copyrights and related litigation.

As a point of information, the following estimation of approximate costs represent our customary fees for cases of normal complexity in this area:

- 1) Approximately \$1,500.00 for an independent patentability search and accompanying opinion letter for each device;
- 2) Approximately \$5,000.00 for drafting of an individual utility patent application for each device, (This amount does not include related costs, e.g. preparation of Information Disclosure Statements and costs for obtaining patent copies, postage/freight, fees payable to the "Commissioner of Patents", draftsman costs for preparation of figures, and the professional fees required to perform future work required to resolve issues subsequent to any Examiner's action.);
- 3) Approximately \$885.00 per trademark, if any, (*TRADEMARK SEARCH* - \$280, *ATTORNEY PREPARATION FEES* \$350 -single application/ \$280 - multiple applications, *GOVERNMENT FILING FEES* - \$325)

September 9, 2002  
Syd Cooke - E.C.C.  
Attorney Engagement Letter  
Page 2

Please note that we generally maintain a retainer held in the firm's Trust Account, to cover ongoing expenses.

In order to avoid potential conflicts of interest, matters received in our office are given a case-by-case evaluation for any such potential conflicts of interest. If you are aware of any other person or entities which you feel that we may not represent without the likelihood of a conflict, please advise us in writing.

It is our understanding that we are representing you, the addressee of this letter, and therefore you are our client and as such are responsible for the payment of our bills. If there is another entity who should be designated as the client for fee purposes, please advise.

Our goal is to provide our clients with cost-efficient legal services, delivered in a timely manner. We furnish our clients our best judgement and efforts to obtain results that are satisfactory to the client. However, we cannot predict with certainty or guarantee the outcome of patent or trademark prosecutions, contested matters, or the terms that will be achieved through negotiations.

We will communicate with you regularly and we ask that if you have any questions regarding the project, you immediately contact us so we may discuss the matter as needed.

Our legal fees are determined on the basis of a reasonable charge for services rendered using for guidance a base line computation of lawyer, patent agent, law clerk and paralegal hourly rates. These rates are currently set at \$200-\$350 for senior attorneys and agents; \$125-\$200 for other attorneys and agents; and \$40-\$100 for law clerks and paralegals.

We calculate a reasonable fee to charge for our services taking into account such things as the effort expended; the time limitations and date lines imposed by the client or circumstances; the level of expertise required; the novelty and difficulty of the issues; the monetary amount involved; the results achieved; the experience, reputation and ability of the lawyers working on the matter; the likelihood that such employment would preclude other employment by the firm; the fee customarily charged in the locality by others for similar services; and the nature and length of our relationship with the client.

Our rates are subject to periodic review and adjustment without notice; however, we are extremely cognizant of the high costs involved, and therefore attempt to maintain our charges at a minimum.

In conjunction with our charges as set forth above, we will attempt to provide estimates when requested to do so. However, our estimates do not anticipate facts and circumstances not known at the time to us which might enlarge the anticipated scope of work. We are conscious of the fact that legal fees on substantial intellectual property matters can quickly accumulate, and we attempt to

September 9, 2002  
Syd Cooke - E.C.C.  
Attorney Engagement Letter  
Page 3

maintain reasonable fee levels by minimizing duplication of efforts on a project and using professionals with lower billing rates to the extent appropriate.

When unforeseen extraordinary fees or expenses appear to be necessary, we will normally consult our clients beforehand when time permits so that such clients will be aware of the additional charges needed to complete the work they have asked us to perform.

Under our normal billing procedures, we mail monthly statements summarizing our client's accounts. We usually request an advance retainer, which is held in the firm's Trust Account, and against which our charges will be debited. Account balances and any advance retainers requested in ongoing matters are payable on request. In certain circumstances, as advance retainers are depleted, we may request that an additional retainer amount be posted by the client to be credited against ongoing services being provided by the firm.

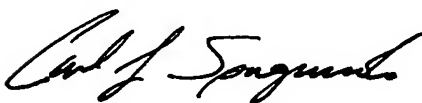
Although this seldom occurs, we do reserve the right to discontinue work on pending matters or to terminate our attorney-client relationship with any client upon reasonable notice (30 days) if any billing statement remains due and unpaid or if a requested advance retainer is not received as requested. In the unlikely event this reservation is invoked and it becomes necessary to withdraw from representation of any client, we take reasonable steps to see that the client's rights are protected.

Our clients may at any time and for whatever reason withdraw their authority and seek new intellectual property counsel to represent them. We request that such withdrawal of authority be put in writing so that we do not incur additional fees and expenses.

All correspondence between our clients and us is considered "privileged" and such correspondence and all information provided to us by our clients will be held in the strictest confidence.

*Sent*  
We very much look forward to working with you toward the initial matters discussed herein, and to a lasting and mutually rewarding professional relationship. Please forward a check for the retainer in the amount of \$19,500.00 for three patent applications at approximately 5000.00 each and three independent patent searches at approximately \$1500.00 each. Please sign below where indicated and return a copy of this letter along with the retainer check. Work will begin immediately upon receipt of the signed letter and retainer.

Very truly yours,  
McHale & Slavin, P.A.




Carl J. Spagnuolo

G:\FILES\CS\SHETLEY, Mike\ECC.EngagementLetter.090902.wpd

Agreed and accepted:

By:

  
Syd Cooke, President,  
Emission Controls Corp.

January 16, 2003

MEMO TO: SYD COOKE

I met with the Patent Attorneys today and showed them the SUV. Had lengthy discussions on how the patent should be done. Each phase of design will be covered in order to patent total patent so as Big Three cannot make changes to this design.

I also started the SUV and switched to vapor and showed the attorneys how well it works. They were totally amazed.

I cannot make the necessary adjustments because we have no excess in the braided fuel lines, heat lines.

I did many stop and go starts. Left turns, right turns. Stopped the engine and waited up to 20 minutes. Starts fine on unit with vapor.

Will need to make internal changes to solve hiccups.

I drove all over West Palm Beach for most of the day. Runs fine in traffic. and long idles up to 10 minutes.

I will make necessary changes when I can get SUV into shop.

---

We need to finalize 6,000 miles before we address or make representations to Vector Group's paper work. The unit is not ready to sign off on at this time.

---

In addition, we have not filed paper work with patent office yet. Until research and filings are done, we do not need to promote mini-max.

V  
or show

MIKE SHETLEY



WITNESSED: *James W. Hutton*

Note: We cannot show any part of Hydrogen Systems until patent filed - Disclosure does not protect rights until a patent app. has been filed



**McHALE & SLAVIN, P.A.**

ATTORNEYS AT LAW

U.S. & INTERNATIONAL PATENTS, TRADEMARKS, COPYRIGHTS,  
RELATED LICENSING & LITIGATION

2855 PGA BOULEVARD

PALM BEACH GARDENS • FLORIDA • 33410-2910

TELEPHONE (561) 625-6575 FACSIMILE (561) 625-6572  
palmbeach@mspatents.com

September 11, 2003

Syd Cooke, President  
Emissions Control Corporation  
3150 SW 42<sup>nd</sup> Street  
Palm City, FL 34990

RE: HYDROGEN AND LIQUID FUEL INJECTION SYSTEM  
SERIAL NO. 10/461,259 (2552.004)  
MULTIPLE PHASE FUEL SYSTEM  
SERIAL NO. 10/620,967 (2552.005)

Dear Syd:

Per your request, enclosed is a copy of the above captioned patent applications filed under the ECC account, namely file numbers 2552.004 and 2552.005. There is confusion as to the proper correspondence address. Mike Shetley requested that the ECC correspondence be sent to the Okeechobee address. Please advise if we are to continue to send correspondence to the Okeechobee address and copy Shetley as the agent for ECC, or if all ECC correspondence should be sent to your attention in Palm City.

Also enclosed is the assignment forms for each application. Upon receipt of the signed Assignments by Mike Shetley, we will have them recorded at the Patent Office.

Please contact me if you have any questions regarding this or any other matter.

Sincerely,

McHale & Slavin, P.A.

Michael A. Slavin

Enclosure

\\ns2\CLIENT FILES\2500-2599\2552 - Emission Controls Corp\2552\_000000 - GENERAL\Correspondence\Pre-Issuance Correspondence\Client Correspondence\syd  
cooke, president.wpd

**McHALE & SLAVIN, P.A.**  
**4440 PGA BLVD., SUITE 402**  
**PALM BEACH GARDENS, FL 33410**  
**Telephone 561-625-6575**  
**Facsimile 561-625-6572**  
**(EIN #65-0398772)**

Shetley, Michael Cobb  
Route 6 - Box 845  
Okeechobee FL 34974

Page: 1  
06/04/2003  
Account No: 1219-000000  
Statement No: 28555

General Matters

Monthly Statement

Description of services rendered

	Hours	
05/09/03		
CJS Services rendered at no charge - Per request of Ed McHale - search for telephone number and information re: Lisa Coombs - U.S. EPA - Cleveland, Ohio;	0.40	n/c
Balance Due		\$0.00

Account No: 1219-000001  
Statement No: 28555  
Pat Appln / DIESEL ENGINE FUEL FILTRATION SYSTEM

Description of services rendered

	Hours	
05/12/03		
KC Conversion of provisional patent application to utility patent application	4.00	800.00
For Current Services Rendered	4.00	800.00

Description of expenses incurred

05/29/03 Express mail/courier costs to Washington, same day patent pending status.	18.00
Total Expenses	18.00
Total fees & expenses for services rendered	818.00
Balance Due	\$818.00

Total Balance Due

\$818.00

Make checks payable to "McHALE & SLAVIN, P.A." and forward to the above captioned address. Payment due within 15 days of receipt, 1.1%/month surcharge thereafter. Firm retains the right to withdraw for lack of prompt payment. Thank you

**McHALE & SLAVIN, P.A.**  
**4440 PGA BLVD., SUITE 402**  
**PALM BEACH GARDENS, FL 33410**  
**Telephone 561-625-6575**  
**Facsimile 561-625-6572**  
**(EIN #65-0398772)**

Shetley, Michael Cobb  
Route 6 - Box 845  
Okeechobee FL 34974

Page: 1  
06/04/2003  
Account No: 1219

**SUMMARY OF ACCOUNT ACTIVITY**

Previous Balance	Fees	Expenses	Advances	Payments	Balance
1219-000000 General Matters					
0.00	0.00	0.00	0.00	0.00	\$0.00
1219-000001 Pat Appln / DIESEL ENGINE FUEL FILTRATION SYSTEM					
0.00	800.00	18.00	0.00	0.00	\$818.00
<u>0.00</u>	<u>800.00</u>	<u>18.00</u>	<u>0.00</u>	<u>0.00</u>	<u>\$818.00</u>

Cut A check to  
MCHALE  
Miche

Make checks payable to "McHALE & SLAVIN, P.A." and forward to the above captioned address. Payment due within 15 days of receipt, 1.1%/month surcharge thereafter. Firm retains the right to withdraw for lack of prompt payment. Thank you

Vendor ID: M&S

Vendor Name: McHale & Slavin, PA

1419

Invoice No.	Date	Invoice Amount	Amount Paid	Discounts Taken	Credits Taken	Net Amount
06/04/03	06/11/03	818.00	818.00	0.00	0.00	818.00
Net Check Amount						818.00

**McHALE & SLAVIN, P.A.**  
**4440 PGA BLVD., SUITE 402**  
**PALM BEACH GARDENS, FL 33410**  
**Telephone 561-625-6575**  
**Facsimile 561-625-6572**  
**(EIN #65-0398772)**

EMISSION CONTROLS CORPORATION  
c/o Michael Shetley  
Route 6 Box 845  
Okeechobee FL 34974

Page: 1  
05/01/2003  
Account No: 2552

**SUMMARY OF ACCOUNT ACTIVITY**

Previous Balance	Fees	Expenses	Advances	Payments	Balance
2552-000000 General Matters					
1,930.77	0.00	0.00	0.00	-1,981.85	-\$51.08
2552-000002 PAT APPLN - FUEL REFORMER					
6.09	15.00	0.00	0.00	-8.35	\$12.74
2552-000003 PAT APPLN -DIESEL EMISSION CONTROL					
270.00	0.00	0.00	0.00	-270.00	\$0.00
2552-000004 PAT APPLN/GASEOUS FUEL AND LIQUID GASOLINE INJECTOR					
5,000.00	0.00	0.00	0.00	-5,000.00	\$0.00
2552-000005 PAT APPL/MULTI-PHASE FUEL SYSTEM					
5,000.00	1,325.00	0.00	0.00	-5,000.00	\$1,325.00
<hr/> 12,206.86	<hr/> 1,340.00	<hr/> 0.00	<hr/> 0.00	<hr/> -12,260.20	<hr/> \$1,286.66

Make checks payable to "McHALE & SLAVIN, P.A." and forward to the above captioned address. Payment due within 15 days of receipt, 1.1%/month surcharge thereafter. Firm retains the right to withdraw for lack of prompt payment. Thank you

**McHALE & SLAVIN, P.A.**  
**4440 PGA BLVD., SUITE 402**  
**PALM BEACH GARDENS, FL 33410**  
**Telephone 561-625-6575**  
**Facsimile 561-625-6572**  
**(EIN #65-0398772)**

EMISSION CONTROLS CORPORATION  
c/o Michael Shetley  
Route 6 Box 845  
Okeechobee FL 34974

Page: 1  
05/01/2003  
Account No: 2552-000000  
Statement No: 28183

General Matters

Monthly Statement

Previous Balance \$1,930.77

Payments

04/08/03 Fee Payment - Thank you.	-1,936.86
04/08/03 Write off amount - finance charge.	-44.99

Total Payments	-1,981.85
----------------	-----------

Credit Balance	- <u>\$51.08</u>
----------------	------------------

Aged Due Amounts					
0-30	31-60	61-90	91-120	121-180	181+
-22,250.08	0.00	0.00	0.00	21,224.00	975.00

Account No: 2552-000002  
Statement No: 28183

PAT APPLN - FUEL REFORMER

Description of services rendered

	Hours	
04/04/03		
CTN Letter forwarding original Assignment document for record keeping.	0.12	15.00
	<u>0.12</u>	<u>15.00</u>
For Current Services Rendered	0.12	15.00
Total fees & expenses for services rendered		15.00
Previous Balance		\$6.09

Payments

04/08/03 Write off amount - finance charge.	-8.35
---	-------

## EMISSION CONTROLS CORPORATION

Page: 2

05/01/2003

Account No: 2552-000002  
Statement No: 28183

PAT APPLN - FUEL REFORMER

Balance Due \$12.74

Aged Due Amounts					
0-30	31-60	61-90	91-120	121-180	181+
-972.26	0.00	0.00	0.00	660.00	325.00

Account No: 2552-000003  
Statement No: 28183

PAT APPLN -DIESEL EMISSION CONTROL

Previous Balance \$270.00

Payments

04/08/03 Fee Payment - Thank you.	-20.00
04/08/03 Cost Payment - Thank you.	-250.00

Total Payments -270.00Balance Due \$0.00Account No: 2552-000004  
Statement No: 28183

PAT APPLN/GASEOUS FUEL AND LIQUID GASOLINE INJECTOR

Previous Balance \$5,000.00

Payments

04/08/03 Fee Payment - Thank you.	-5,000.00
-----------------------------------	-----------

Balance Due \$0.00Account No: 2552-000005  
Statement No: 28183

PAT APPL/MULTI-PHASE FUEL SYSTEM

Description of services rendered

		Hours	
04/02/03	KC Preparation of excel spreadsheet to be used as figure in patent application.	1.00	125.00



EMISSION CONTROLS CORPORATION

Page: 3

05/01/2003

Account No: 2552-000005

Statement No: 28183

PAT APPL/MULTI-PHASE FUEL SYSTEM

	Hours	
04/23/03		
KC Services rendered at no charge, in office meeting with Mike to discuss new embodiment of the multi-phase fuel system.	1.00	n/c
04/28/03		
KC Modification of patent application to include new embodiment, required new drawings and new claims.	6.00	1,200.00
For Current Services Rendered	7.00	1,325.00
Total fees & expenses for services rendered		1,325.00
Previous Balance		\$5,000.00

Payments

04/08/03 Fee Payment - Thank you.	-5,000.00
Balance Due	\$1,325.00
Total Balance Due	\$1,286.66

Make checks payable to "McHALE & SLAVIN, P.A." and forward to the above captioned address. Payment due within 15 days of receipt, 1.1%/month surcharge thereafter. Firm retains the right to withdraw for lack of prompt payment. Thank you

Invoice No.	Date	Invoice Amount	Amount Paid	Discounts Taken	Credits Taken	Net Amount
05/01/03	05/12/03	1286.66	1286.66	0.00	0.00	1286.66
Net Check Amount						1286.66

**McHALE & SLAVIN, P.A.**  
**4440 PGA BLVD., SUITE 402**  
**PALM BEACH GARDENS, FL 33410**  
**Telephone 561-625-6575**  
**Facsimile 561-625-6572**  
**(EIN #65-0398772)**

EMISSION CONTROLS CORPORATION  
c/o Michael Shetley  
Route 6 Box 845  
Okeechobee FL 34974

Page: 1  
04/01/2003  
Account No: 2552

**SUMMARY OF ACCOUNT ACTIVITY**

Previous Balance	Fees	Expenses	Advances	Payments	Balance
2552-000000 General Matters					
346.15	1,575.00	0.00	0.00	0.00	
			Finance Charge 9.62		\$1,930.77
2552-000002 PAT APPLN - FUEL REFORMER					
2.88	0.00	0.00	0.00	0.00	
			Finance Charge 3.21		\$6.09
2552-000003 PAT APPLN -DIESEL EMISSION CONTROL					
0.00	20.00	250.00	0.00	0.00	\$270.00
2552-000004 PAT APPLN/GASEOUS FUEL AND LIQUID GASOLINE INJECTOR					
5,000.00	0.00	0.00	0.00	0.00	\$5,000.00
2552-000005 PAT APPL/REFORMING FUEL SYSTEM					
0.00	5,000.00	0.00	0.00	0.00	\$5,000.00
<hr/> 5,349.03	<hr/> 6,595.00	<hr/> 250.00	<hr/> 0.00	<hr/> 0.00	<hr/>
			Finance Charge 12.83		<hr/> \$12,206.86 <hr/>

**PAID**  
ck 1330

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**McHALE & SLAVIN, P.A.**  
**4440 PGA BLVD., SUITE 402**  
**PALM BEACH GARDENS, FL 33410**  
**Telephone 561-625-6575**  
**Facsimile 561-625-6572**  
**(EIN #65-0398772)**

EMISSION CONTROLS CORPORATION  
c/o Michael Shetley  
Route 6 Box 845  
Okeechobee FL 34974

Page: 1  
04/01/2003  
Account No: 2552-000000  
Statement No: 27831

General Matters

Monthly Statement

Description of services rendered

	Hours	
03/13/03		
FHL Office conference with Mike Shetley re new patent application.	1.00	225.00
03/20/03		
FHL Office conference -AKC, M. Shetley, S. Cook re new litigations:		
1 - Jimmy Mitchell -publication of trade secret prevention		
2- Embezzled funds and return of stock options (\$20M)	3.00	675.00
FHL AKC - Research regarding litigation, discussion with EFM.	1.00	225.00
03/21/03		
CJS Services rendered at no charge - (Per Ed McHale) - receipt and review License Agreement - ECC and TCC; telephone call to corporate counsel re: obtaining an electronic copy of Agreement.	0.40	n/c
03/25/03		
CJS Services rendered at no charge - (Per Ed McHale) telephone conference with attorney Robert Keller - business counsel for ECC.	0.20	n/c
03/26/03		
CJS Services rendered at no charge - (Per Ed McHale) - review ECC/TCC Agreement making recommendations for revision and redlining existing language.	2.75	n/c
FHL Research regarding litigation	2.00	450.00
03/27/03		
CJS Services rendered at no charge - Per Ed McHale - conclude review of TCC Agreement		

## EMISSION CONTROLS CORPORATION

Page: 2

04/01/2003

Account No: 2552-000000

Statement No: 27831

## General Matters

	Hours	
making suggestions and revisions for attorney Robert Koeller.	1.75	n/c
FHL Research regarding litigation.		0.00
For Current Services Rendered	7.00	1,575.00
Total fees & expenses for services rendered		1,575.00
Previous Balance		\$346.15
Finance Charge		9.62
Balance Due		<u>\$1,930.77</u>

Aged Due Amounts					
0-30	31-60	61-90	91-120	121-180	181+
-20,268.23	0.00	0.00	21,224.00	975.00	0.00

Account No: 2552-000002

Statement No: 27831

## PAT APPLN - FUEL REFORMER

Previous Balance	\$2.88
Finance Charge	3.21
Balance Due	<u>\$6.09</u>

Aged Due Amounts					
0-30	31-60	61-90	91-120	121-180	181+
-978.91	0.00	0.00	660.00	325.00	0.00

Account No: 2552-000003

Statement No: 27831

## PAT APPLN -DIESEL EMISSION CONTROL

Description of services rendered

	Hours	
03/12/03		
MAS Response to Patent Office request for substitute drawings.	0.10	20.00
For Current Services Rendered	0.10	20.00

## EMISSION CONTROLS CORPORATION

Page: 3

04/01/2003

Account No: 2552-000003

Statement No: 27831

## PAT APPLN -DIESEL EMISSION CONTROL

Description of expenses incurred

03/06/03 Draftsman costs, pass through. Computer Aided design with laser print out. Set up for formal printing upon notice of allowance. Cost includes revision required by Examiner, does not include revisions for C-I-P applications. Patent House of Vinton, VA. 250.00

Total Expenses 250.00

Total fees & expenses for services rendered 270.00

Balance Due \$270.00

Aged Due Amounts					
0-30	31-60	61-90	91-120	121-180	181+
-737.00	0.00	0.00	432.00	575.00	0.00

Account No: 2552-000004

Statement No: 27831

## PAT APPLN/GASEOUS FUEL AND LIQUID GASOLINE INJECTOR

Previous Balance \$5,000.00

Balance Due \$5,000.00

Aged Due Amounts					
0-30	31-60	61-90	91-120	121-180	181+
5,000.00	0.00	0.00	0.00	0.00	0.00

Account No: 2552-000005

Statement No: 27831

## PAT APPL/REFORMING FUEL SYSTEM

Description of services rendered

Hours

03/30/03

FHL Fixed Fee-total hours. Preparation of utility patent application. Fee includes drafting field, background, summary, drawing description/layout, detailed description of the preferred embodiment, claim drafting, abstract, declarations for small entity status, client

EMISSION CONTROLS CORPORATION

Page: 4

04/01/2003

Account No: 2552-000005

Statement No: 27831

PAT APPL/REFORMING FUEL SYSTEM

	Hours
conferences, telephone calls, draftsmen instructions, transmittal letters, prior art review, certificates, draft revisions, photocopies, facsimiles, and related office costs. Does not include government filing fee or drawing costs.	5,000.00
For Current Services Rendered	5,000.00
Total fees & expenses for services rendered	5,000.00
Balance Due	\$5,000.00
Total Balance Due	\$12,206.86

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of receipt, 1.1%/month surcharge thereafter. Firm retains  
the right to withdraw for lack of prompt payment. Thank you

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**4440 PGA BLVD., SUITE 402**  
**PALM BEACH GARDENS, FL 33410**  
**Telephone 561-625-6575**  
**Facsimile 561-625-6572**  
**(EIN #65-0398772)**

EMISSION CONTROLS CORPORATION  
c/o Michael Shetley  
Route 6, Box 845  
Okeechobee FL 34974

Page: 1  
04/01/2003  
Account No: 2552L

**SUMMARY OF ACCOUNT ACTIVITY**

Previous Balance	Fees	Expenses	Advances	Payments	Balance
2552L-000006 LTT/ECC v J. Mitchell					
0.00	0.00	0.00	0.00	0.00	\$0.00
<hr/>	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
0.00	0.00	0.00	0.00	0.00	<u>\$0.00</u>

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EMISSION CONTROLS CORPORATION  
c/o Michael Shetley  
Route 6, Box 845  
Okeechobee FL 34974

Page: 1  
04/01/2003  
Account No: 2552L-000006  
Statement No: 27832

LTT/ECC v J. Mitchell

Monthly Statement

Description of services rendered

	Hours	
03/20/03		
EFM Meeting with Syd Cooke, Mike Shetley and Keith Campbell; further discussion of downsides to injunctive relief based on previous e-mails to O'Reilly Factor; consideration of foreign patent issues; review of documents. Services rendered at no charge	2.00	n/c
03/21/03		
EFM Conversation with Bob Koeller regarding case issues. Services rendered at no charge	0.40	n/c
Balance Due		<u>\$0.00</u>

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Draft Statement Run Totals 04/01/03

Statements Printed:	6
Hours:	7.10
Fees:	6,595.00
Expenses:	250.00
Finance Charge:	12.83

Invoice No.	Date	Invoice Amount	Amount Paid	Discounts Taken	Credits Taken	Net Amount
04/01/03	04/07/03	12206.86	12206.86	0.00	0.00	12206.86
Net Check Amount						12206.86

Vendor ID:M&S

Vendor Name:McHale & Slavin, PA

1234

Invoice No.	Date	Invoice Amount	Amount Paid	Discounts Taken	Credits Taken	Net Amount
02/03/03	02/06/03	2390.00	2390.00	0.00	0.00	2390.00
Net Check Amount						2390.00

**McHALE & SLAVIN, P.A.**  
**2855 PGA BOULEVARD**  
**PALM BEACH GARDENS, FL 33410**  
**Telephone 561-625-6575**  
**Facsimile 561-625-6572**  
**(EIN #65-0398772)**  
**email: palmbeach@mspatents.com**

EMISSION CONTROLS CORPORATION  
3150 SW 42nd Street  
Palm City FL 34990

Page: 1  
11/01/2003  
Account No: 2552

Attn: Syd Cooke, Pres.

**SUMMARY OF ACCOUNT ACTIVITY**

Previous Balance	Fees	Expenses	Advances	Payments	Balance
2552-000000 General Matters					
-296.00	560.00	0.00	0.00	0.00	\$264.00
2552-000004 PAT APPLN/HYDROGEN AND LIQUID FUEL INJECTION SYSTE					
0.00	50.00	898.00	0.00	0.00	\$948.00
2552-000005 PAT APPL 10/620,967-MULTI-PHASE FUEL SYSTEM					
325.00	40.00	625.00	0.00	0.00	\$990.00
<hr/>	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
29.00	650.00	1,523.00	0.00	0.00	<u>\$2,202.00</u>

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**2855 PGA BOULEVARD**  
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**(EIN #65-0398772)**  
**email: palmbeach@m spatents.com**

EMISSION CONTROLS CORPORATION  
3150 SW 42nd Street  
Palm City FL 34990

Page: 1  
11/01/2003  
Account No: 2552-000000  
Statement No: 31110

Attn: Syd Cooke, Pres.

General Matters

Monthly Statement

Description of services rendered

	Hours	
08/13/03		
CTN Research of files regarding outstanding deadline for foreign filing of pending applications; prepare documentation regarding foreign filing procedures and costs.	0.25	25.00
MAS Meeting with ECC, discuss the process of foreign filings, priority dates, and use of the Patent Cooperation Treaty.	0.50	100.00
KC Office conference to discuss the process of foreign filing	0.50	100.00
08/18/03		
KC Telephone conferences with Sid and Mike to discuss assignment and licensing of current patents.	0.70	140.00
08/24/03		
CTN Preparation of copies of application nos. 10/307,030; 10/307,090; and 10/293,316 and forward to Sid Cook, including copy of outstanding Office Action for 10/293,316.	0.30	45.00
10/29/03		
MAS Meeting with Syd regarding the options available for obtaining ownership in view of the lack of assignment.	0.30	75.00
10/31/03		
MAS Draft of a letter on behalf of Syd to request assignment of the application to Emission Controls in view of the		

## EMISSION CONTROLS CORPORATION

Page: 2

11/01/2003

Account No: 2552-000000

Statement No: 31110

## General Matters

	Hours	
Agreement and proper compensation.	0.30	75.00
For Current Services Rendered	2.85	560.00
Total fees & expenses for services rendered		560.00
Previous Balance		-\$296.00
Balance Due		<u>\$264.00</u>

Account No: 2552-000004

Statement No: 31110

## PAT APPLN/HYDROGEN AND LIQUID FUEL INJECTION SYSTE

Description of services rendered

	Hours	
10/20/03 MAS Submission of substitute drawings and corrected application papers per request of the USPTO, prepare a certificate of mail and postcard receipt, forward to the USPTO.	0.30	50.00
For Current Services Rendered	0.30	50.00

Description of expenses incurred

10/17/03 Draftsman costs, pass through. Computer Aided design with laser print out. Set up for formal printing upon notice of allowance. Cost includes revision required by Examiner, does not include revisions for C-I-P applications. Patent House of Vinton, VA.	875.00
10/17/03 Express mail/courier costs from draftsman.	23.00
Total Expenses	<u>898.00</u>
Total fees & expenses for services rendered	948.00
Balance Due	<u>\$948.00</u>

Account No: 2552-000005

Statement No: 31110

## PAT APPL 10/620,967-MULTI-PHASE FUEL SYSTEM

EMISSION CONTROLS CORPORATION

Page: 3

11/01/2003

Account No: 2552-000005

Statement No: 31110

PAT APPL 10/620,967-MULTI-PHASE FUEL SYSTEM

	Hours	
<u>Description of services rendered</u>		
	Hours	
10/30/03		
MAS Preparation of substitute drawings and transmittal request to respond to the Patent Office demand for revised drawings. postcard receipt, and certificate of mail, forward to the USPTO, copy to client.	0.30	40.00
For Current Services Rendered	0.30	40.00

<u>Description of expenses incurred</u>	
10/23/03	Draftsman costs, pass through. Computer Aided design with laser print out. Set up for formal printing upon notice of allowance. Cost includes revision required by Examiner, does not include revisions for C-I-P applications. Patent House of Vinton, VA.
	625.00
Total Expenses	625.00
Total fees & expenses for services rendered	665.00
Previous Balance	\$325.00
Balance Due	\$990.00
Total Balance Due	\$2,202.00

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Vendor ID: BLACKGOLD

Vendor Name: Black Gold Fuel Mgt Syst

Invoice No.	Date	Invoice Amount	Amount Paid	Discounts Taken	Credits Taken	Net Amount
Reimb 10	08/13/02	5282.10	5282.10	0.00	0.00	5282.10
CONSULTAUG08/10/02		8000.00	8000.00	0.00	0.00	8000.00
Net Check Amount						13282.10

August 12, 2002

TO: Emission Controls Corp.

From: Black Gold Fuel Management Systems, Inc.

RE: Bills presented for reimbursement

NRFR {

Turner Industrial Supply Co. - Inv.	1483286-0001-01	\$ 111.80
" " " " "	1483266-0001-01	26.54
" " " " "	1483533-0001-01	94.87
NAPA Auto Parts		48.89
Legal Fees - foriegn patents - FMS		5,000.00
TOTAL		\$5,282.10

11821

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111.80  
26.54  
94.87  
48.89

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536.10

6095

---

5000.00

**PAID**  
ck 1018

**McHALE & SLAVIN, P.A.**  
**4440 PGA BLVD., SUITE 402**  
**PALM BEACH GARDENS, FL 33410**  
**Telephone 561-623-6575**  
**Facsimile 561-623-6572**  
**(EUN 863-8398772)**

Shetley, Michael Cobb  
 Route 6 - Box 845  
 Okeechobee FL 34974

General Motors

Page: 1  
 09/03/02  
 Account No: 1219-000  
 Statement No: 25566

Payments

08/21/02	Retainer	-5,000.00
	Credit Balance	<u>-35,000.00</u>

Account No: 1219-001  
 Statement No: 25565

Prov Appln 60/386,029-Diesel Engine Fuel Filter..

Description of services rendered

	Hour	
08/06/02 MAS Letter to Michael Shetley regarding receipt of the Official Filing Receipt and grant of the foreign filing rights, and need to file as a utility patent before June 4, 2003.	0.10	25.00
For Current Services Rendered	0.10	25.00
Total fees & expenses for services rendered		25.00
Previous Balance		480.00

Payments

08/09/02	Cash Payment - Thank you.	-80.00
	Balance Due	<u>825.00</u>
	Total Credit Balance	<u>-54,975.00</u>

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BLACK GOLD FUEL 11-01  
MANAGEMENT SYSTEMS

1307

Date 8/14/02

63-17/031 PL  
728

Pay to the Order of Melita/0 E Slavin, P.A. \$ 5,000.00

Five Thousand and 00/100 Dollars @ 5000

Bank of America.

ACH R/T 083180377

For Atty Retainer #1219  
FUEL MGMT SUST.

Michael C. Little

⑆063100277⑆ 003737763730⑆ 1307 ⑆0000500000⑆

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**Telephone 561-625-6575**  
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**(EIN #65-0398772)**

EMISSION CONTROLS CORPORATION  
c/o Michael Shetley  
Route 6 Box 845  
Okeechobee FL 34974

Page: 1  
02/03/2003  
Account No: 2552

**SUMMARY OF ACCOUNT ACTIVITY**

Previous Balance	Fees	Expenses	Advances	Payments	Balance
2552-000000 General Matters					
0.00	675.00	0.00	0.00	0.00	\$675.00
2552-000001 PAT APPLN/SHETLEY FUEL ECONOMIZER					
0.00	0.00	0.00	0.00	0.00	\$0.00
2552-000002 PAT APPLN - FUEL REFORMER					
0.00	20.00	0.00	0.00	0.00	\$20.00
2552-000004 PAT APPLN/GASEOUS FUEL AND GASOLINE INJECTOR					
0.00	1,350.00	345.00	0.00	0.00	\$1,695.00
<hr/>	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
0.00	2,045.00	345.00	0.00	0.00	<u>\$2,390.00</u>

**PAID**  
ck # 1234

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**4440 PGA BLVD., SUITE 402**  
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**Telephone 561-625-6575**  
**Facsimile 561-625-6572**  
**(EIN #65-0398772)**

EMISSION CONTROLS CORPORATION  
c/o Michael Shetley  
Route 6 Box 845  
Okeechobee FL 34974

Page: 1  
02/03/2003  
Account No: 2552-000000  
Statement No: 27473

General Matters

Monthly Statement

Description of services rendered

	Hours	
01/07/03		
FHL Office conference with Mike Shetley and K. Campbell	1.00	225.00
01/16/03		
FHL Office conference re mini-max design	1.00	225.00
01/17/03		
FHL Office conference - review of non-disclosure agreement - FHL/AKC	1.00	225.00
For Current Services Rendered	3.00	675.00
Total fees & expenses for services rendered		675.00
Balance Due		<u>\$675.00</u>

Aged Due Amounts					
0-30	31-60	61-90	91-120	121-180	181+
-21,524.00	0.00	21,224.00	0.00	975.00	0.00

Account No: 2552-000001  
Statement No: 27473

PAT APPLN/SHETLEY FUEL ECONOMIZER

Description of services rendered

	Hours	
01/29/03		
CTN Forward official Filing Receipt and advise of deadline to file application in overseas countries - services rendered at no charge.	0.12	n/c

EMISSION CONTROLS CORPORATION

Page: 2

02/03/2003

Account No: 2552-000001

Statement No: 27473

PAT APPLN/SHETLEY FUEL ECONOMIZER

Balance Due \$0.00

Account No: 2552-000002

Statement No: 27473

PAT APPLN - FUEL REFORMER

Description of services rendered

	Hours	
01/09/03		
MAS Receipt and forwarding of the Official Filing Receipt and foreign filing license, reminder of foreign filing due dates.	0.10	20.00
	<u>0.10</u>	<u>20.00</u>
For Current Services Rendered	0.10	20.00
Total fees & expenses for services rendered		20.00
Balance Due		<u>\$20.00</u>

Aged Due Amounts					
0-30	31-60	61-90	91-120	121-180	181+
-965.00	0.00	660.00	0.00	325.00	0.00

Account No: 2552-000004

Statement No: 27473

PAT APPLN/GASEOUS FUEL AND GASOLINE INJECTOR

Description of services rendered

	Hours	
01/17/03		
FHL Preparation of Patentability Opinion Letter	6.00	1,350.00
	<u>6.00</u>	<u>1,350.00</u>
For Current Services Rendered	6.00	1,350.00

Description of expenses incurred

01/07/03 Search fee to Washington associate.	345.00
Total Expenses	<u>345.00</u>
Total fees & expenses for services rendered	1,695.00

EMISSION CONTROLS CORPORATION

Page: 3

02/03/2003

Account No: 2552-000004

Statement No: 27473

PAT APPLN/GASEOUS FUEL AND GASOLINE INJECTOR

Balance Due \$1,695.00

Total Balance Due \$2,390.00

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## EMISSION CONTROLS CORPORATION

Page: 2

12/02/2002

Account No: 2552-001

Statement No: 26531

## PAT APPLN- ECONOMIZER

oversize package.	22.00
Total Expenses	432.00
Total fees & expenses for services rendered	432.00
Previous Balance	\$6,600.00

Payments

11/28/02 Fee and cost transfer from 2552.000.	-7,032.00
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Balance Due	\$0.00
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Account No: 2552-002

Statement No: 26531

## PAT APPLN - FUEL REFORMER

Description of services rendered

	Hours	
11/11/02		
MAS Services rendered at no charge - complete documents for filing, forward to the USPTO by Express Mail to obtain same day patent pending status, use of certificate of mail and postcard receipt.	0.50	n/c

Description of expenses incurred

11/12/02 Filing fee payable to the Commissioner of Patents & Trademarks for patent filing fee and assignment recording fee.	410.00
11/14/02 Draftsman costs, pass through. Computer Aided design with laser print out. Set up for formal printing upon notice of allowance. Cost includes revision required by Examiner, does not include revisions for C-I-P applications. Patent House of Vinton, VA. (2 sheets)	250.00
Total Expenses	660.00
Total fees & expenses for services rendered	660.00
Previous Balance	\$6,400.00

Payments

11/28/02 Fee and cost transfer from 2552.000.	-7,060.00
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## EMISSION CONTROLS CORPORATION

Page: 3

12/02/2002

Account No: 2552-002

Statement No: 26531

PAT APPLN - FUEL REFORMER

Balance Due

\$0.00

Account No: 2552-003

Statement No: 26531

PAT APPLN -DIESEL EMISSION CONTROL

Description of services rendered

	Hours	
11/27/02		
MAS Services rendered at no charge - completion of the application documents, copy of all documents to be submitted, forward to the USPTO.	0.50	n/c

Description of expenses incurred

11/27/02 Filing fee payable to the Commissioner of Patents & Trademarks	410.00
11/27/02 Express mail/courier costs - obtain same day patent pending status, oversize filing.	22.00
Total Expenses	432.00
Total fees & expenses for services rendered	432.00
Previous Balance	\$6,700.00

Payments

11/28/02 Fee and cost transfer from 2552.000.	-7,132.00
---	-----------

Balance Due

\$0.00

Total Balance Due

\$2,699.00

Make checks payable to "McHALE & SLAVIN, P.A." and forward to the above captioned address. Payment due within 15 days of receipt, 1.1%/month surcharge thereafter. Firm retains the right to withdraw for lack of prompt payment. Thank you

**McHALE & SLAVIN, P.A.**  
**4440 PGA BLVD., SUITE 402**  
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**Telephone 561-625-6575**  
**Facsimile 561-625-6572**  
**(EIN #65-0398772)**

EMISSION CONTROLS CORPORATION  
P.O. BOX 247  
FT. PIERCE FL 34950-0247

Page: 1  
12/02/2002  
Account No: 2552

Attn: Sid Cook

**SUMMARY OF ACCOUNT ACTIVITY**

Previous Balance	Fees	Expenses	Advances	Payments	Balance
2552-000 General Matters					
-18,525.00	0.00	21,224.00	0.00	0.00	\$2,699.00
2552-001 PAT APPLN- ECONOMIZER					
6,600.00	0.00	432.00	0.00	-7,032.00	\$0.00
2552-002 PAT APPLN - FUEL REFORMER					
6,400.00	0.00	660.00	0.00	-7,060.00	\$0.00
2552-003 PAT APPLN -DIESEL EMISSION CONTROL					
6,700.00	0.00	432.00	0.00	-7,132.00	\$0.00
<hr/>	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
1,175.00	0.00	22,748.00	0.00	-21,224.00	<u>\$2,699.00</u>

**PAID**

1134

Make checks payable to "McHALE & SLAVIN, P.A." and forward to the above captioned address. Payment due within 15 days of receipt, 1.1%/month surcharge thereafter. Firm retains the right to withdraw for lack of prompt payment. Thank you

*McHALE & SLAVIN, P.A.*  
*4440 PGA BLVD., SUITE 402*  
*PALM BEACH GARDENS, FL 33410*  
*Telephone 561-625-6575*  
*Facsimile 561-625-6572*  
*(EIN #65-0398772)*

EMISSION CONTROLS CORPORATION  
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Page: 1

12/02/2002

Account No: 2552-000

Statement No: 26531

Attn: Sid Cook

General Matters

Monthly Statement

Description of expenses incurred

11/28/02 Funds transfer to 2552.001	7,032.00
11/28/02 Funds transfer to 2552.002	7,060.00
11/28/02 Funds transfer to 2552.003	7,132.00
Total Expenses	21,224.00
Total fees & expenses for services rendered	21,224.00
Previous Balance	-\$18,525.00
Balance Due	<u>\$2,699.00</u>

Aged Due Amounts					
<u>0-30</u>	<u>31-60</u>	<u>61-90</u>	<u>91-120</u>	<u>121-180</u>	<u>181+</u>
1,724.00	975.00	0.00	0.00	0.00	0.00

Account No: 2552-001  
Statement No: 26531

PAT APPLN- ECONOMIZER

Description of services rendered

	Hours	
11/27/02		
MAS Services rendered at no charge - complete patent application filing documents, forward to the USPTO.	0.40	n/c

Description of expenses incurred

11/27/02 Filing fee payable to the Commissioner of Patents & Trademarks	410.00
11/27/02 Express mail/courier costs - to Washington -	

Vendor ID:M&S

Vendor  ne:McHale & Slavin

1134

Invoice No.	Date	Invoice Amount	Amount Paid	Discounts Taken	Credits Taken	Net Amount
12/02/02	12/10/02	2699.00	2699.00	0.00	0.00	2699.00
Net Check Amount						2699.00



**McHALE & SLAVIN, P.A.**  
**2855 PGA BOULEVARD**  
**PALM BEACH GARDENS, FL 33410**  
**Telephone 561-625-6575**  
**Facsimile 561-625-6572**  
**(EIN #65-0398772)**  
**email: palmbeach@mspatents.com**

EMISSION CONTROLS CORPORATION  
P.O. Box 247  
Ft. Pierce FL 34950-0247  
US

Page: 1  
11/01/2003  
Account No: 2552I

Attn: Sid Cooke

**SUMMARY OF ACCOUNT ACTIVITY**

Previous Balance	Fees	Expenses	Advances	Payments	Balance
2552I-000001	PCT APPLICATION/SHETLEY FUEL ECONOMIZER				
0.00	500.00	0.00	0.00	0.00	\$500.00
2552I-000003	PCT APPLN/DIESEL EMISSION AND COMBUSTION CONTROL				
0.00	500.00	0.00	0.00	0.00	\$500.00
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0.00	1,000.00	0.00	0.00	0.00	<u>\$1,000.00</u>

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**McHALE & SLAVIN, P.A.**  
**2855 PGA BOULEVARD**  
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EMISSION CONTROLS CORPORATION  
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US

Page: 1  
11/01/2003  
Account No: 2552I-000001  
Statement No: 31111

Attn: Sid Cooke

PCT APPLICATION/SHETLEY FUEL ECONOMIZER

Monthly Statement

Description of services rendered

Hours

10/13/03

MAS PCT patent application. Prepare request for submittal, power of attorney, fee submittal, country listing. Prepare application for filing in international format, mailing certificates, designation of U.S. as receiving country. Copies to client. Fee includes correspondence related to the filing, attorney and paralegal fees, fee does not include filing fees.

500.00

For Current Services Rendered

500.00

Total fees & expenses for services rendered

500.00

Balance Due

\$500.00

Account No: 2552I-000003  
Statement No: 31111

PCT APPLN/DIESEL EMISSION AND COMBUSTION CONTROL

Description of services rendered

Hours

10/13/03

MAS PCT patent application. Prepare request for submittal, power of attorney, fee submittal, country listing. Prepare application for filing in international format, mailing certificates, designation of U.S. as receiving country. Copies to



EMISSION CONTROLS CORPORATION

Page: 2

11/01/2003

Account No: 2552I-000003

Statement No: 31111

PCT APPLN/DIESEL EMISSION AND COMBUSTION CONTROL

Hours

client. Fee includes correspondence  
related to the filing, attorney and  
paralegal fees, fee does not include  
filing fees.

500.00

For Current Services Rendered

500.00

Total fees & expenses for services rendered

500.00

Balance Due

\$500.00

Total Balance Due

\$1,000.00

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to the above captioned address. Payment due within 15 days  
of receipt, 1.1%/month surcharge thereafter. Firm retains  
the right to withdraw for lack of prompt payment. Thank you

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

APPLICATION NO: 10/620,967

FILING DATE: 7/14/03

INVENTOR: Michael Cobb Shetley

TITLE: Multi Phase Fuel System

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**DECLARATION OF ROBERT M. KOELLER**

I, Robert M. Koeller, declare as follows:

1. That I am general legal counsel for Emission Controls Corp. "ECC", and am a member of the firm SEEKS ITTENBACH JOHNSON TRETTIN & KOELLER located in Indianapolis, Indiana . I am a member of the Indiana Bar and remain in good standing.

2. That I make this Declaration in connection with ECC's request for the Commissioner to allow ECC to prosecute the above captioned application, as the owner and assignee of the patent application.

3. That I familiar with the contractual obligations between ECC and Michael C. Shetley, the named inventor on the patent application. These obligations arise from three agreements (i) a License Agreement dated April 9, 2002 (Attachment "F"); (ii) a Consulting and Development Agreement dated April 9, 2002 (Attachment "A") and (iii) a Purchase Agreement dated April 9, 2002 (Attachment "B").

4. That ECC contacted Shetley to obtain access to certain technologies and to obtain certain services. These services included providing ECC with its research and development. ECC had

reached a point in its research and development that it could not further develop and refine its products without additional new expertise. Shetley represented to ECC management that he had the required expertise.

5. That pursuant to the Consulting and Development Agreement, it was agreed that all developments arising out of Shetley's work for ECC would be the sole property of ECC (para. 4.2). It was further agreed that all patents, copyrights and other property rights in and to such developments and inventions are and shall be assigned to ECC and Mr. Shetley agreed to execute all documents acknowledging such rights upon request from ECC (para. 4.2). Additionally, in para 4.2 Mr. Shetley agreed to perform all actions reasonably necessary for ECC to perfect and protect its rights in the development and inventions as requested by ECC.

6. That there is a detailed confidentiality non-disclosure requirement in the Consulting and Development Agreement in Section 4.

7. That although the Consulting and Development Agreement states in paragraph 5.1 that it expires as of June 30, 2003, ECC and Shetley agreed to extend that Agreement month to month through October 10, 2003. Paragraph 2 requires ECC to pay Shetley \$2,000 per week which ECC did throughout the term of the Agreement and much longer, with the last payment being made on October 10, 2002.

8. Based upon the above, it is my opinion that all developments and inventions developed directly or indirectly by ECC or Mr. Shetley during the term of the Consulting and Development Agreement were solely the property of ECC. It is further my opinion that Mr. Shetley has a legal obligation to execute any and all assignments of any patent applications relating to such

developments.

9. That the License Agreement provides for the license of certain technology generally described as "FMS" by Michael C. Shetley to ECC (the "FMS Technology"), provides for the exclusive licensing of the FMS Technology to ECC as well as a working prototype of a fuel management system in accordance with the requirements of ECC. No working prototype was developed or delivered by Mr. Shetley to ECC. ECC was to make payment to Mr. Shetley totaling \$200,000.00. These payments were made.

10. That the Purchase Agreement involved the sale by Michael C. Shetley of certain technology entitled Hydrogen (H<sub>2</sub>) Power on Demand System to ECC. The purchase price was 600,000 shares, plus royalties and mark ups. Additionally, ECC was to pay Shetley \$16,000 per month from November 1, 2002 through April 15, 2003. The shares were transferred to Shetley and the payments were made as required by the Agreement. Moreover, payments of \$16,000 per month were continued by ECC to Shetley through September, 2003. Paragraph 5.5. provides that Shetley will apply for a Patent Application for the technology covered by the Agreement, which patent will be assigned to ECC. Paragraph 5.3 provides that Mr. Shetley will provide ECC with a working prototype of the technology as soon as payment is made as required in para. 3.1a. Such payment has been made by ECC but no working prototype has been delivered to ECC by Shetley.

11. That ECC has confirmed to me that the above-captioned patent application involves one or more of the technologies covered by the Agreements and cover essential parts of ECC's current configuration of its NRFR device.

12. That I have reviewed the records of ECC and its stock transfer agent and it appears that

ECC has fully performed on all of its payments obligations set forth in the Agreements, and it is my opinion that Mr. Shetley has committed numerous material breaches of the Agreements. Moreover, ECC's records disclose that Mr. Shetley was paid \$549,000, plus all expenses, and received 600,000 shares of ECC's common stock, which shares now total 9,600,000 with the splits applicable thereto.

13. That I have been notified that Shetley has now plead guilty to a Felony charge in the case of USA v. SHETLEY, in the Norther District of Ohio (Akron) Case No. 03-CR-10-ALL for Filing False Statements Under The Clean Air Act.

14. That ECC has been advised to file a suit against Mr. Shetley for material breach of the Agreements and is in the process of preparing said suit.

I HEREBY DECLARE the statements contained herein are true and correct and that statements made upon information and belief are believed to be true and correct, having knowledge of the penalties provided for the making of false statement under 18 U.S.C. § 1001.

  
Robert M. Koeller, Esq.